

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>JULY 28, 2015</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-126
3. County Staff Business		
4. Board Business		
5. Highland View Board Ramp Project (N.R.D.A.)		127
6. Darryl Boudreau, Nature Conservancy – Estuary Program		128-131
7. Joe Seabrook, Early Learning Coalition – Budget Request (located within the Information Packet)		
8. Chadwick Taylor, RCSC Coordinator – Riparian County Stakeholder Coalition & SCF Sustainable Water Management Plan.		132-135
9. Public Discussion		

F.S. 286.0105:

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

CONSENT AGENDA

July 28, 2015

1. Minutes – May 26, 2015 – Regular Meeting 1-9
 - June 9, 2015 – Regular Meeting 10-15
 - June 23, 2015 – Regular Meeting 16-26
 - July 7, 2015 – Emergency Meeting 27-29
 - July 7, 2015 – Special Meeting 30-33
2. Approval of Checks and Warrants for June, 2015 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S. 34-41
3. Agreement – Preble-Rish, Inc. (2015 County Road Bond Paving Project – Gas Tax Revenue Bond, Series 2015 A & B) 42-50
4. Appointee – Gulf County Value Adjustment Board (County Commissioner Ward McDaniel * County Commissioner Sandy Quinn, Jr. * Community Appointment Eugene Raffield) 51
5. Bid Award – Bid #1415-20 * Dental Insurance (Florida Combined Life * Rate increase of 7%) 52
 - Bid #1415-24 * Communication Tower Repairs (Tower Construction & Technical Services * \$14,183.18) 53
6. Budget Amendment #9 – General Fund (Amend the FY2014-2015 Budget for General Fund & Public Works Fund * \$4,182.00) 54
7. Change Order – 2014 Jarrott Daniels Road S.C.O.P. Project * Bid #1415-10 (#1 * Roberts & Roberts, Inc. * Decrease of \$161,687.55). 55-56
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 - Extension (H.M.G.P. Stumphole Revetment * December 31, 2015 * FEMA 0468-15-R) 58
 - Modification (#1 * Emergency Management Preparedness Grant * Remove some Language on Page 25 * #16-FG-5A-02-33-01-089) 59-98
9. Insurance – Health (PRM Health Trust - Florida Blue * 6.26% Increase) 99
 - Vision (PRM Health Trust * NVA Vision Plan) 100
10. Inventory – Gulf County E.D.C. (Asset Transfer to Gulf County T.D.C. * #235-1 * Macbook Pro Laptop Computer * Serial Number C1ML1DNMDTY4) 101

	– Gulf County Emergency Management (Asset Disposal * #90-197 * Panasonic VHS Movie Camera * Serial Number C8C34KR)	102-103
	– Gulf County Information Technology (Asset Disposal * #16-01 * Dell Laptop * Serial Number 749GKV1)	104
11.	Invoice – Cathey Construction (#8 * White City Fire Station * Bid #1213-09 * \$93,738.08)	105-107
12.	Policy – S.H.I.P. Funding Authority	108
13.	Request – Career Source Gulf Coast (Career Source Gulf Coast FY 2015-2016 Budget)	109-112
	– Career Source Gulf Coast (Waiver of Percentage of Funding * ITA - Individual Training Accounts)	113
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	– Gulf County Attorney (Authorization for Collection Actions Against County Vendor * St. Joe Music Store)	115
	– Gulf County Public Works (Purchase - Large Track Excavator * Two Pumps * to be paid from Escrow Funds, contingent upon D.E.P. Concurrence)	116
14.	Request for Funds – Gulf County Sheriff’s Office (June, 2015 Beach Patrol * \$4,734.69)	117
15.	Resolution – Amending the FY 2014-2015 Budget (Unanticipated Revenue for General Fund & Public Works Fund)	118
	– Eight County Interlocal Agreement (RESTORE Act Funding, Including Triumph Corporation)	119-122
16.	S.H.I.P. – Award Letter (Jennifer A. Wright * Purchase Assistance * \$25,000.00)	123
	– FY 2015-2016 Funding Certification (\$350,000.00)	124-126

MAY 26, 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, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, E9-1-1 Coordinator Ben Guthrie, Gulf County E.M.S. Director Houston Whitfield, Deputy Grant Coordinator Kari Summers, Mosquito Control Director Mark Cothran, County Planner Brett Lowry, Public Works Director Joe Danford, Sheriff Mike Harrison, T.D.C. Executive Director Jennifer Jenkins, and T.D.C. Deputy Director Town Kopinsky.

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 regarding the Consent Agenda and/or the Information Packet. There being no public comment, Commissioner Yeager motioned to accept the Consent Agenda and the Information Packet. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

1. Minutes – April 14, 2015 – Regular Meeting
2. Award Bid – Bid #1415-16 * Purchase & Removal of Metal at Five Points Landfill (Cuumba Enterprises * \$88.00/gross ton)
 - Bid #1415-18 * Various Vehicles & Equipment from Public Works (1999 Ford E350 * Vin #1FBSS31S1XHA13702 * Cuumba Enterprises * \$450.01 * 1988 GMC Flatbed * VIN #1GDG6D1F2JV533958 * Cuumba Enterprises * \$525.15 * 1998 Ford F350 * VIN #1FBSS31S8XHA13079 * Cuumba Enterprises * \$450.01 * 1999 Ford E350 * VIN #1FBSS31S0XHA13075 * Cuumba Enterprises * \$450.01 * 1993 Ford Van * VIN #1FMEE11YZPHA69801 * Cuumba

Enterprises * \$450.01 * 1988 GMC Boom * VIN #1GDE6D1B2JV506151 * Cuumba Enterprises * \$525.15 * 1991 Molden Asphalt Spreader * Cuumba Enterprises * \$298.15 * 6½x16 Dual Axle Utility Trailer * Cuumba Enterprises * \$98.17 * 6½x16 Dual Axle Utility Trailer * Cuumba Enterprises * \$98.17 * 5x8 Single Axle Utility Trailer * Cuumba Enterprises * \$110.10 * 4x8 Single Axle Utility Trailer * Cuumba Enterprises * \$75.00 * 1993 Ford F150 * VIN #1FTDF15Y6PNB16742 * Ricky Davis * \$505.00 * 1994 Ford F150 * VIN #1FTEF14Y0RNA70589 * Ricky Davis * \$475.00 * 5X10 Single Axle Utility Trailer * Joe Danford * \$215.99 * 8x20 3 Axle w/ramps Utility Trailer * Hughie Palmer * \$250.00

3. Fee Waiver – Honeyville Community Center (Wewahitchka Dixie Youth Baseball * May 19, 2015)
4. Inventory – Public Defender (Junk * Asset #PD01387 * Dell Optiplex GX520 * Serial #GRJJZ71 * Asset #PD01453 * Dell Optiplex 760 * Serial #9MKPVK1)
 - Veterans' Services (Junk * Asset #240-28 * Dell Optiplex GX520 * Serial #49QWWB1)
5. Policy – Bid Award & Local Bidder Preference Policy Amendment
 - S.H.I.P. Subordination Policy

(End)

AWARD BID #1415-17 – ENGINEERING SERVICES FOR 2015 ROAD PAVING PROJECTS

Upon recommendation by Chief Administrator Butler, Commissioner McLemore motioned to allow Chief Administrator Butler negotiate a rate with Preble-Rish, Inc. (only bidder) regarding Bid #1415-17 for engineering services for 2015 Small County Road Paving Projects. 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 and Commissioner Yeager abstaining due to employment with the firm <FORM 8B on file with Clerk>.

POLICY – EMAIL RETENTION

Chief Administrator Butler recommended board policy on email retention. After discussion by Chief Administrator Butler, Commissioner Bryan discussed going to the Cloud, emails, IT having access to the emails, and monitoring by Administration. She suggested that emails go to the Cloud. Commissioner Bryan then motioned to stay with Microsoft 360, store emails in the Cloud, and for IT to look into a method to retain emails to the Cloud that cannot be deleted by Staff. Commissioner Quinn seconded the motion for discussion. After discussion, Chief Administrator Butler recommended to adopt a policy regarding email retention, mirror copy of emails to go to Administration, and still go to the Cloud.

After further discussion, <Commissioner McLemore left the meeting at 9:31 a.m., E.T.> Commissioner Quinn withdrew his second. The motion then died for a lack of a second. <Commissioner McLemore returned to the meeting at 9:33 a.m., E.T.> Commissioner McLemore motioned to accept Chief Administrator Butler's recommendation. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no.

CLOSURE – FIVE POINTS LANDFILL

Upon inquiry by Chairman McDaniel regarding the Landfill, Public Works Director Danford stated that it is the same as it was last week.

PACES FOUNDATION – GATEWAY MANOR PROJECT

Commissioner Quinn requested that County Attorney provide an update at the next regular meeting regarding the PACES Foundation (Gateway Manor Project). County Attorney Novak reporting that the LHAP (Local Housing Assistance Plan) Agreement was submitted to the Florida Housing Coalition in order to restructure money to continue to make the pledge to the PACES Foundation; stating he will provide an update at the next regular meeting.

DOGS AT THE PARK – BEACON HILL VETERANS' PARK

Commissioner Quinn discussed a previous vote by the Board to allow dogs within the baseball field at Beacon Hill Veterans' Memorial Park during the off-season; requesting that the "No Dogs Allowed" signs be removed being that softball and baseball season is over. Discussion followed.

DEMOLITION STRUCTURE – PORT ST. JOE

Upon inquiry by Chairman McDaniel, Commissioner Quinn reported that there was another structure that the City of Port St. Joe is requesting assistance from the County to demolish. County Attorney Novak noted the address to be: 521 9th Street, Port St. Joe. Commissioner Quinn motioned to add 521 9th Street, Port St. Joe to the list of demolition structures. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. (Mayor-Elect) Bo Patterson, of Port St. Joe appeared before the Board to report that the project consists of five (5) houses (structures). County Attorney Novak stated that four (4) structures have already been previously approved by the Board. There being no further comment, the motion passed unanimously.

MEETING NOTICE – GULF COUNTY E.D.C.

Commissioner Bryan discussed her concerns regarding scheduling an E.D.C. workshop for Tuesday to address business incentives; stating she felt this was not adequate notice given the holiday and it conflicted with today's Board meeting. She noted that the public cannot be in two (2) places at once and consideration should be given when scheduling meetings.

MANDATORY GARBAGE PICKUP

Commissioner Bryan discussed her concerns regarding yard debris and furniture being placed on the side of the road; stating that many items are being placed on vacant lots. She reported that the County needs to have mandatory garbage pickup. Commissioner Bryan motioned to allow Staff to bring back to the Board what the next step is to take to institute mandatory garbage pickup. Commissioner Yeager seconded the motion. After discussion, Chairman McDaniel called for public comment. Jim Lunsford, of Gulf Aire appeared before the Board to discuss dumping on other people's property; stating that the Sheriff needs to start fining people that are dumping the trash. Sheriff Harrison reported that his office has not received any calls regarding illegal dumping. After discussion, Tommy Knox, of Howard Creek appeared before the Board to discuss his concerns regarding low income residents that cannot afford additional expenses. Commissioner Bryan stated that there would be a program in place for the elderly and those on a fixed income. Chairman McDaniel called for public comment. There being no further public comment, the motion passed 4 to 1, with Commissioner McLemore voting no.

VOTE RESULTS – MSTU

Commissioner Yeager reported that the MSTU failed regarding beach renourishment; stating that he will continue will work to find the money for this project. He then read the voting results.

BEACH DRIVING PERMITS

Chairman McDaniel reported that he has received phone calls regarding the beach driving permit; stating that the residents need to know what is required to obtain a beach driving permit. Following comments by Clerk Norris noting that the Ordinance addresses what is needed, Chairman McDaniel agreed that it is in the ordinance, but people need to know what they need to bring to the Gulf County Tax Collector's Office. After discussion, County Attorney Novak reported that a resident needs to bring their valid driver's license, proof of insurance, and the vehicle registration.

FINAL PUBLIC HEARING – AMENDED LEAVE NO TRACE ORDINANCE

Pursuant to advertise to consider adoption of an amended Leave No Trace ordinance, County Attorney Novak read the proposed ordinance by title. Commissioner Yeager motioned to leave the ordinance in place and do away with issuing of tags. Commissioner Quinn seconded the motion for discussion. After discussion by members of the Board, Pat Hardman of the Coastal Community Association appeared before the Board to discuss her concerns regarding the tags and getting the items off the beach. Commissioner Yeager withdrew his motion and Commissioner Quinn then withdrew his second. After discussion, Chairman McDaniel called for public comment. County Attorney Novak requested a recess.

The meeting recessed at 10:16 a.m., E.T.

The meeting reconvened at 10:33 a.m., E.T.

Commissioner Yeager motioned to leave the ordinance in place and to do away with the issuance of tags. Commissioner Bryan seconded the motion for discussion. After discussion, Commissioner Yeager added to his motion to give T.D.C. the authority to remove the property from the beach. County Attorney Novak stated that with the removal of the tag system there will be no need for the tow of the dune language. Commissioner Bryan discussed her concerns regarding ownership and deed of access. After discussion, Chairman McDaniel called for public comment. Noel Guardi, of Beacon Hill appeared before the Board to present a written statement <copy on file in the Clerk's Office> and inquired whether Section 5 (five) of the proposed ordinance will be deleted. Chairman McDaniel stated that they are doing away with the tags. County Attorney Novak discussed the proposed statement that would read if the motion passes regarding the removal of tags. Chairman McDaniel called for public comment. There being no further public comment, the motion then passed unanimously. Chairman McDaniel opened the floor to public comment on the second public hearing to consider adoption of the amended Leave No Trace ordinance. County Attorney Novak discussed taking actions of Staff's recommendation to narrow the scope. Upon Staff recommendation, Commissioner Yeager motioned to mirror other County fine violations: \$100.00 for the first (1st) violation; \$200.00 for second (2nd) violation; and with a third (3rd) violation, the fine be up to \$500.00. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. After discussion by County Attorney Novak, Commissioner Yeager motioned to add a "whereas" clause that reads: "Whereas, on May 4th and May 18th Public Notice were advertised for amendments to Ordinance 2015-02 and offered the public the opportunity to participate in two (2) public hearings before the Board of County Commissioners on May 12th at 9:00 a.m. and second public hearing on May 26th for the adoption the amended ordinance". Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. County Attorney Novak stated that due to the vote today to remove the tags, the issue with #4 (from the public notice) is now gone. After discussion by County Attorney Novak regarding #3 (from the public notice) being the Implementation Schedule and Administration's Authority, Commissioner Yeager motioned to authorize Gulf County Personnel (BOCC, BOCC Designee, Administration, or Law Enforcement Officer) to remove unattended personal property that is in violation of said ordinance from the beach. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. After discussion by County Attorney Novak, Commissioner Yeager motioned to strike through Gulf County T.D.C. from issuing beach driving permits. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. County Attorney Novak discussed adding language to Section 19 that would add additional administrative authority "all items collected for being in violation of this Ordinance shall be immediately taken to the Gulf County Public Facility thereafter properly dispose of by an authorized County Staff or donated per the direction and authorization of BOCC or County Administrator." Commissioner Yeager motioned to approve the additional language. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. After discussion, Chairman

McDaniel called for public comment. Jill Paton, of Port St. Joe appeared before the Board to discuss her concerns regarding communication, and the possibility of excluding St. Joe Beach from the proposed amended ordinance. Chairman McDaniel called for public comment. Linda Behage, of Cape San Blas appeared before the Board to discuss her concerns regarding enforcement and using volunteers to assist in picking up the unattended personal property. Noel Guardi, of Port St. Joe appeared before the Board to present an amendment relating to enforcement under Section 15; he then read the proposed text to the Board for consideration <copy on file in the Clerk's Office>. Commissioner Bryan requested that County Attorney Novak have the proposed language to review for consideration. After discussion, Commissioner Bryan motioned to allow addition time for Mr. Guardi to speak. Commissioner Yeager seconded the motion. Chairman McDaniel directed the Clerk to add three (3) minutes to the clock. Mr. Guardi discussed his concerns regarding educating the public on this Ordinance. T.D.C. Director Jenkins appeared before the Board to report that each local vacation rental company was hand delivered cards and magnets to educate the renters, in addition to placing information on the website www.visitgulfl.com/leavenotrace. She discussed her concerns regarding a renter check-off as reading the ordinance being that a lot of the rental companies are virtual. After discussion <Commissioner Quinn left the meeting at 11:12 a.m., E.T.>, Ron Shaeffer, of Cape San Blas appeared before the Board to inquire as to when abandoned personal property left behind becomes his property. County Attorney Novak stated that the Ordinance reads for the public to take their belongings home at an hour after sunset or the County has lawful possession to remove said property from the beach. After discussion, <Commissioner Quinn returned to the meeting at 11:15 a.m., E.T.> Heather Pennington, of Cape San Blas appeared before the Board to state that she has renters on both sides of her home; reporting that there were five (5) tents, three (3) of which are full of chairs, and a kayak that is being left out on the beach every night. Penny Easton, of Cape San Blas appeared before the Board to thank them for removing the tag system and discussed using volunteers to help assist in removing items off of the beach. Chairman McDaniel called for public comment. There being no further public comment, Chairman McDaniel closed the second Public Hearing. Upon inquiry by Commissioner Yeager, he then motioned to close the Second Public Hearing. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no. Commissioner Yeager stated that the public can still use the beach at night.

ORDINANCE NO. 2015-07

AMENDING ORDINANCE (2015-02) OF GULF COUNTY, FLORIDA (AS AMENDED 5/26/15 PROHIBITING AND REGULATING OBSTRUCTIONS AND PERSONAL PROPERTY ABANDONED ON THE PUBLIC BEACHES OF GULF COUNTY, FLORIDA AND TO BE COMMONLY REFERRED TO AS "GULF COUNTY LEAVE NO TRACE ORDINANCE"; REQUIRING THE POSTING OF PROPER NOTICE/SIGNAGE AT BEACH ACCESS POINTS AND IN DAILY, WEEKLY AND MONTHLY RENTAL UNITS, IN GULF COUNTY, FLORIDA; FOR SAID POLICIES TO AMEND,

BE CODIFIED AND BECOME PART OF THE GULF COUNTY LAND DEVELOPMENT REGULATIONS (LDR); PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

Complete Ordinance on File with Clerk

FIVE YEAR WORK PROGRAM – FLORIDA D.O.T.

Apalachee Regional Planning Council Senior Planner Keith McCarron appeared before the Board to present and discuss the proposed F.D.O.T. five year work plan <copy provided to Clerk for the record>. Upon inquiry by Chairman McDaniel, Mr. McCarron stated he would look into adding a bike path to the widening project on County Road 382 and report back to Staff. After further discussion, the Board thanked Mr. McCarron for appearing and providing an update to the work project.

S.H.I.P. PROGRAM PARTICIPATION

Cora Curtis, of Port St. Joe appeared before the Board to request forgiveness of the S.H.I.P. loan by participate Gillie L McNair (deceased). She then read a written statement <stating that she will provide a copy to the Clerk by the end of business day for the record>. Commissioner Yeager motioned to allow additional time for Mrs. Curtis to speak. Chairman McDaniel stated to allow additional time to speak (no specific time was given). Mr. Curtis finished reading her written statement. After discussion, County Attorney Novak discussed the S.H.I.P. applicant is deceased and cannot be subordinate; reporting that a policy was adopted today in the Consent. Commissioner Quinn discussed his concerns and stated that he will abstain due to family involvement. After further discussion, Commissioner Yeager motioned to allow Staff to bring a policy back before the Board for consideration. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 0, with Commissioner Quinn abstaining due to family involvement <FORM 8B on file with Clerk>.

BOATING / WAKE / HIGHLAND VIEW CANAL

Danny Raffield, of Simons Bayou appeared before the Board to discuss his concerns regarding congestion of the Highland View Boat Ramp. Commissioner Yeager motioned to allow Mr. Raffield additional time to speak. Commissioner Bryan seconded the motion. Mr. Raffield discussed the wake issue and requested that the Board make the public aware by installing signage. Commissioner Yeager discussed setting a wake zone speed and FWC (Florida Wildlife Commission) to enforce. After discussion, County Attorney Novak discussed working with the State regarding signage. After further discussion, Commissioner Bryan motioned to allow Staff to work on getting signage, and working with FWC regarding enforcement. After discussion, Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

SEA SHORE ROAD EXPANSION

Jim Lunsford, of Gulf Aire appeared before the Board to present a Petition and photos <copy was not presented to the Clerk for the record> regarding the pathway access to Sea Shore Drive. He discussed his concerns regarding this expansion and the photos presented. After discussion, Mosquito Control Director Cothran stated that the access path will be six (6) foot wide, no big trees will be removed, and should only take one (1) day to create the path. After further discussion, Commissioner McLemore motioned to open the path to allow small vehicles. Commissioner Yeager seconded the motion for discussion <Commissioner McLemore left the meeting at 12:17 p.m., E.T.>. After discussion, <Commissioner McLemore returned to the meeting at 12:18 p.m., E.T.> Chairman McDaniel called for public comment. There being no public comment, Commissioner Yeager withdrew his second. After discussion, Commissioner McLemore amended his motion to open the pathway until the sidewalk is built (D.O.T. sidewalk project), then the path will close back. Discussion followed. The motion failed for a lack of a second.

CONTRIBUTION FOR THE POOL

Dan Van Tesse, of Friends of St. Joseph Bay Golf Club (501C3 organization) appeared before the Board to discuss the pool at the Golf Club; reporting that if repairs are not made, the pool will not be able to open next year. He stated that they can obtain a matching grant and requested that each Commissioner donate \$1,000.00 to cover the match. Mr. Van Tesse also stated that funds will be raised for the remainder. County Attorney Novak noted public dollars is for public use; reporting that there is a charge to access the pool so it is not a public pool. After discussion, County Attorney Novak stated he will look into this matter further.

MEETING NOTICE – GULF COUNTY E.D.C.

E.D.C. Chairman McElroy appeared before the Board to state that she did not send out any communication regarding today's E.D.C. workshop. She reported that because the Restore Group was scheduled to meet today at 11:30 a.m. and Dewberry was going to be present at this meeting; the E.D.C. team decided to schedule a meeting before the Restore meeting and that she alone with twenty-seven (27) others received notice of this workshop. Commissioner Bryan reported that a public notice was sent out and indicated that Christy McElroy, Chairman was listed on the bottom of the Notice. E.D.C. Chairman McElroy stated she received notice from Staff via email regarding the workshop; knowing nothing of a public notice with her name on it. Commissioner Bryan discussed her concerns regarding the conflict in scheduling meetings.

MONTHLY REPORT – GULF COUNTY E.D.C.

Commissioner Yeager motioned to allow McElroy additional time to speak. E.D.C. Chairman McElroy presented a monthly report regarding E.D.C. <copy provided to the Clerk for the record>.

DISTRESSED PEOPLE

Tommy Knox, of Howard Creek appeared before the Board to discuss his concerns regarding how a lady is being treated by a business that she is working for in Howard Creek; whom she is also renting from. Upon inquiry by Chairman McDaniel regarding the nature of his business before the Board, Mr. Knox stated the issue has to do with health and safety. Commissioner Yeager motioned to allow Mr. Knox time to finish. Mr. Knox reported that the landlord/business owner locked the meter box and discussed his concerns regarding raw sewage running in the backyard. After discussion, Mr. Knox requested that the Board help get the power turned back on until this matter can be resolved in Court. Chairman McDaniel discussed the issue regarding the sewage; stating he can help by contacting the Health Department.

S.H.I.P. PROGRAM PARTICIPATION

Thomas Curtis, of Port St Joe appeared before the Board to thank the Board and Staff for their help with the issue of Gillie L McNair’s S.H.I.P. loan forgiveness.

NEW YEAR’S CELEBRATION – JAW DROP

Joseph Bowens, of Georgia appeared before the Board to discuss his concerns regarding holidays; stating there is nothing to do in Port St. Joe and suggested that the County create a New Year’s Celebration and use a “jaw drop”. Chairman McDaniel thanks Mr. Bowens for bringing this to their attention and discussed Mr. Bowens speaking with T.D.C. or the Chamber regarding this idea.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Quinn, and unanimous vote, the meeting did then adjourn at 12:56 p.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JUNE 9, 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, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Building Official Lee Collinsworth, Building Inspector George Knight, E9-1-1 Coordinator Ben Guthrie, Gulf County E.M.S. Director Houston Whitfield, Deputy Grant Coordinator Kari Summers, Mosquito Control Director Mark Cothran, Preble-Rish, Inc./County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Sheriff Mike Harrison, Tax Collector Shirley Jenkins, and Veterans' Service Officer 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 was no public comment. After discussion from Staff and members of the Board, Commissioner Bryan requested that Chief Administrator Butler have Parks Director Traylor provide a priority list of park projects for District III. Commissioner Quinn requested to pull Page 124-126 (Item #5 * Gulf County S.H.I.P. Participant/Decedent Forgiveness Policy) to add language regarding selling or renting the property. Commissioner Yeager motioned to accept the Consent Agenda with those changes to Page 125 suggested by Commissioner Quinn regarding Item #5. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. Cora Curtis, of Port St. Joe appeared before the Board to inquire about family occupancy (from Item #5). County Attorney Novak stated that family will remain as heirs. There being no further public comment, the motion passed unanimously, as follows:

1. Minutes – April 22, 2015 – Special Meeting
 - April 28, 2015 – Regular Meeting
 - May 5, 2015 – Special Supplemental Budget Meeting
 - May 5, 2015 – Special Meeting

2. Approval of Checks and Warrants for May, 2015 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – Division of Emergency Management (State-Funded Subgrant * 16-BG-83-02-33-01-022 * \$105,806.00)
 - Division of Emergency Management (Federally-Funded Subgrant * 16-FG- -02-33-01-089 * \$54,765.00)
4. Bid Award – Bid #1415-21 * Purchase New Full Size SUV 4X4 for Emergency Management (River Ben Ford * \$41,150.16)
5. Policy – Gulf County S.H.I.P. Participant/ Decedent Forgiveness Policy
6. Request – Beach Blast Triathlon (Temporarily Close U.S. Highway 98 * September 12, 2015)
 - Gulf County E.D.C. (Approve Tri-fold Marketing Brochure)
 - Gulf County Public Works (Proceeds from the Metal Sold go to Public Works Budget * Purchase Wheeled Excavator)
 - Run for More Lives (Organize Run at Veterans’ Park Beacon Hill * October 3, 2015)
 - Gulf County T.D.C. (Approve Sponsorship & Special Funding * Fiscal Year 2015-16 * \$75,000.00)
7. S.H.I.P. – Award Letter (Alva Lee Parker * Rehabilitation Assistance)
(End)

NRDA PROJECTS – F.D.E.P.

Chief Administrator Butler discussed an email from Florida Department of Environmental Protection <copy provided to the Clerk for the record> regarding the NRDA (Natural Resource Damage Assessment) Projects for Highland View Boat Ramp, and Beacon Hill Veterans Memorial Park. Commissioner Bryan suggested that the funds for the Indian Pass Boat Ramp be applied to the Highland View Boat Ramp; reporting that the Highland View Boat Ramp is underfunded. After discussion by members of the Board and Chief Administrator Butler, Chairman McDaniel directed Chief Administrator Butler to contact Florida D.E.P. to advise them of the main concern from the Board is to move the Highland View Boat Ramp with these funds. After discussion, Commissioner Bryan motioned to allow Mosquito Control Director Cothran to work with Florida D.E.P. on these projects. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

APPLICATION – RESTORE ACT/MULTI-YEAR IMPLANTATION PLAN

Chief Administrator Butler reported that the application has been submitted to the U. S. Department of Treasury for the MYIP (Multi-Year Implantation Plan) as required by the RESTORE Act; stating that included in the application was funding for a Restore Coordinator. He also reported that this position is under advertisement.

INSURANCE – AUTO, PROPERTY, LIABILITY, & WORKER'S COMP

Following discussion by Assistant Administrator Hammond and recommendation by the Insurance Committee, Commissioner McLemore motioned to remain with the current insurance carrier of PGIT (Preferred Governmental Insurance Trust). 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 and Commissioner Yeager abstaining due to serving on the Insurance Board <FORM 8B on file with the Clerk>.

GAS TAX ROAD BOND, SERIES 2015

Assistant Administrator Hammond reported that the Chairman is scheduled to tentatively to sign the bond documents on Tuesday, June 23rd after the Board meeting and the closing will be set for Wednesday, June 24th.

REPORT – COUNTY-WIDE MANDATORY GARBAGE PICKUP

Assistant Administrator Hammond reported on the negatives of "hard" mandatory garbage pickup, as follows: 1) \$50,000.00 cost for study to determine who will pay and at what rate; 2) first class letter must be mailed to every affected property owner at an estimated cost of \$12,000.00; 3) cannot be implemented until the 2017 budget year with billing to begin in November, 2016; 4) a resolution would need to be passed by January 1, 2016 to notify the Constitutional Officers that will be effected; and, 5) would need to appropriate in the current budget year approximately \$65,000.00 for preliminary work. He also reported that "soft" mandatory garbage pickup can be implemented immediately and can be done by ordinance; stating that the negative is enforcement. Assistant Administrator Hammond stated that the estimated households currently using garbage services was incorrect and Waste Pro has provided an accurate list; reporting that the savings for "hard" mandatory garbage pickup will save the payer \$3.00 per month. After discussion, Commissioner Bryan requested that a copy of Assistant Administrator Hammond's report be placed in her inbox in the Administration Office. After discussion by members of the Board, Commissioner Yeager stated that he needs to hear more about this issue before moving forward. After discussion by members of the Board, Commissioner Bryan discussed holding a workshop to discuss this matter further. Assistant Administrator Hammond stated that he is only providing information that was requested by the Board, no recommendations are being presented today.

TRANSFER STATION – WASTE PRO

Commissioner Bryan asked for an update regarding the transfer station. Chairman McDaniel reported that the property has been cleared and Waste Pro is working on the site. Commissioner Bryan requested a status report. County Attorney Novak stated he will provide a status report at the June 23rd meeting.

TRAVEL – NACO CONFERENCE

Following discussion by Deputy Grant Coordinator Summers, Commissioner Quinn motioned to authorize Commissioner Yeager to vote, on behalf of the County, at the July NACo (National Association of Counties) Conference (only member attending this conference). After discussion, Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

MONTHLY REPORT – GULF COUNTY E.M.S.

E.M.S. Director Whitfield appeared before the Board to present the May, 2015 monthly status report for Gulf County E.M.S. <copy provided and on file with the Clerk for the record>.

MEETING – PACES FOUNDATION (GATEWAY MANOR)

Commissioner Quinn discussed meeting with the PACES Foundation regarding the affordable housing project (Gateway Manor); reporting that representatives of the PACES Foundation will return in a month to meet with Staff and the public.

EMAIL ACCOUNTS

Commissioner Bryan discussed email accounts; stating she has been shut-out of her email account as of Friday afternoon. Assistant Administrator Hammond discussed the policy and the recent vote by the Board that Deputy Administrator Lanier is to get a copy of all ingoing and outgoing email from the County; reporting that Commissioner Bryan's password was changed, prohibiting the ability of IT to set this up so the email account was reset. Commissioner Bryan discussed her concerns regarding email accounts and passwords. After further discussion, Assistant Administrator Hammond stated that if a public records requests came in last Thursday, everyone's email could be accessed, except District III. Discussion followed.

EXPENSE REPORT – GULF COUNTY JAIL

Commissioner Bryan requested an actual expenditure-to-date report on the Gulf County Jail (Gulf County Detention Facility).

ORDINANCE – BEACH DRIVING

Commissioner Yeager requested approval to allow the County Attorney to meet with the Tax Collector and the Sheriff regarding the Beach Driving Ordinance.

SEA SHORE DRIVE ROAD EXPANSION

Teddy Mariolis, of Gulf Aire appeared before the Board to discuss his concerns regarding ATV speeding, driving on his lawn, and destroying his mailbox on two (2) different occasions. He reported that he is against the new access point (access path at Sea Shores Drive). Commissioner Bryan motioned to allow Mr. Mariolis additional time to speak. Commissioner Yeager seconded the motion. The Chairman directed the Clerk to add three (3) minutes to the clock. <No further discussion by Mr. Mariolis, as he finished speaking at the buzzer.>

GULF AIRE ACCESS PATH

Phillip Carroll, of Gulf Aire appeared before the Board to discuss his concerns regarding one (1) person wanting this access path opened instead of the group/subdivision. He reported that 124 people have signed a petition against this access path. Commissioner Bryan motioned to allow Mr. Carroll additional time to speak. Commissioner Yeager seconded the motion. Chairman McDaniel directed the Clerk to add three (3) minutes to the clock. After discussion, Mr. Carroll requested that the Board vote down the opening of the access pathway. Elden Durand, of Gulf Aire appeared before the Board to discuss his concerns regarding the access path; requesting that the County work with the subdivision to barricade this access. Chairman McDaniel called for public comment. Mary Depue, of Gulf Aire appeared before the Board to present a petition representing those who are against the access path. John Grantland, of Gulf Aire appeared before the Board to discuss the presented petitions; requesting that the County temporary open the access path until the sidewalk is built. Chairman McDaniel discussed cutting a path so that the children could play with one another (between the two subdivisions). Rhett Butler, of Gulf Aire appeared before the Board to report the only way in and out of Gulf Aire is by Highway 98; noting you cannot use a golf cart on the highway. He requested that the Board cut a path so they can ride their golf carts and bikes safely. Kay Reid, of Gulf Aire appeared before the Board to state that property owners know the rules before building a house and discussed her concerns regarding the access pathway. Melissa Ferrell, of St. Joe Beach appeared before the Board to request a safe path for children. Tony Lee, of Gulf Aire appeared before the Board to discuss his concerns regarding the access path; stating that he had no problem with a nature trail or path, but did not want to see it turned into vehicle traffic. He discussed a petition that was presented to the Board several years back requesting that this access point be abandoned; reporting that the issue was tabled by the Board and was never brought back before the Board. After discussion by members of the Board. Chairman McDaniel called for public comment. There being no further comment, Commissioner McLemore motioned to open the access pathway (end of Sea Shores Drive), only wide enough for golf carts, and when the sidewalk is built on Highway 98, close the access path automatically. He then directed Mosquito Control Cothran to look at using milled asphalt to create the path and detour any big timber as possible. Commissioner Yeager seconded the motion. After discussion by Commissioner Bryan, Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no. Chairman McDaniel called for public comment. There was no public comment.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Quinn, and unanimous vote, the meeting did then adjourn at 10:48 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JUNE 23, 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, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Director Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator/Jail Warden Michael L. Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, Central Services Director Denise Manuel, E.D.C. Assistant Director Michelle Perrin Childs, Emergency Management Director Marshall Nelson, E9-1-1 Coordinator Ben Guthrie, E.M.S. Director Houston Whitfield, Fire Coordinator Brad Price, Deputy Grant Coordinator Kari Summers, Mosquito Control Director Mark Cothran, County Planner Brett Lowry, Public Works Director Joe Danford, Sheriff Mike Harrison, Tax Collector Shirley Jenkins, Preble-Rish, Inc./County Engineer Clay Smallwood, III, T.D.C. Director Jennifer Jenkins, T.D.C. Deputy Director Towan Kopinsky, and Veteran's Service Officer/S.H.I.P. Coordinator 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.

OPENING STATEMENT

Chairman McDaniel stated that he will hold this meeting to address an issue at this time. He then read an opening statement, as follows: "Chairman of the Board, it is my duty to control the meeting, keep order, and see that procedures are followed. As Board members, we have a moral and ethical responsibility to present facts not unfounded insinuations causing dissention in our community. We were elected by the people because of trust; trusted to carry out the business of Gulf County in a transparent manner. In the June 6th regular meeting, a comment was made that a contract was negotiated at a meeting in Dalkeith over whiskey." He then asked the County Attorney Novak to provide a report; addressing this issue with facts and truth. County Attorney Novak stated that following the June 9th meeting (not June 6th as indicated earlier) he reviewed the Waste Pro file and the County's solid waste services agreement that the County started a year and half ago (1½). He then provided a recap of how the County derived at a contract with Waste Pro for solid waste services, as follows: as directed by the Board a Solid Waste Committee was formed, including both Municipalities, to formulate the current and future needs of the Landfill (Five Points). An advertisement for an R.F.P. was issued and

received, in which the Solid Waste Committee reviewed and made recommendation of Waste Pro as the most responsive and lowest qualified bid to the Commission; for which the Board approved and accepted (Bid #1314-15). After about three (3) weeks of negotiating with Waste Pro attorneys, the County entered into a binding contract for professional services. Included in the contract in response to their bid, they agreed to build and operate a transfer station, and pave the road leading to the transfer station. Additionally, roadside pickup was a part of the discussion and whether the community wanted to pay the additional fees for this service. A report from County staff was given at the end of December, 2014 regarding the status of the transfer station, in which Waste Pro indicated they were behind on the permitting for the construction of the site due the five (5) acres the County leased to them not being site ready; Waste Pro asking the County to work with them in the transitioning over the vegetative permit and the operations of the current transfer station and scale house while they continued to pursue the permits and getting the transfer station constructed. In January, a report was given to the Board that the transfer station and the road were not complete but were actively working with them to get the permits transferred over. At the January meeting, the Board instructed they be put on Notice, and that was done on January 14, 2015, regarding issues addressed in the contract that were not being performed, and issues mentioned in the meeting; specifically, roadside pickup. Discussion with Waste Pro occurred on how to deal with the permits, the construction of the transfer station, the completion of the road, and how to amend the contract with regards to the roadside pickup; Waste Pro having acquired considerable equipment for this service, and the County then voting to remove that and lower consumers monthly bills (\$5.00). A response letter was received by Waste Pro's attorneys acknowledging our issues, asking the County to work with them to resolve them per the contract. The contract includes liquidated damages for which the County notified Waste Pro of its intent to exercise those rights, in addition, they asked for the County's cooperation to continue to operate the current scale house and transfer station, for which a lease with them was executed. An addendum to the contract was also executed regarding liquidated damages (Lease and Addendum on file in the Clerk's Office). The vegetative permit was transferred to Waste Pro in order for them to continue operations on the scale house site, and an additional lease was executed for \$1.00 per year for the five (5) acre site. Issues regarding the number of additional customers not previously accounted for was addressed. Chairman McDaniel thanked Mr. Novak for the recap. Chairman McDaniel called for questions from the Board members. Commissioner Quinn had no comment. Commissioner McLemore expressed that he didn't know how they (the County) could have done it better; having gone out for bids and awarding it to the lowest bidder. Commissioner Bryan acknowledge she made these comments at the last meeting and noted she believes this not to be the only contract negotiated at this event (Dalkeith); stating this is not an accusation against Waste Pro but noting this is the way business has been done in this County for a long time. Commissioner Bryan agreed a bid was advertised but it was awarded at a Special Meeting with little notice for which she was unable to attend. Commissioner Bryan stated this is a regular process of cronyism and the contractors have to participate in this Pero dime that has been set up. Commissioner Bryan addressed the delays in the building of the transfer station and the County allowing it; giving Americus Avenue Ditch as an example; stating the County could have drawn down on the bond but the failed to do so. She further remarked the County

needs to hold people accountable under the contracts. Commissioner Yeager had no comment. Chairman McDaniel, as the Chair, addressed Commissioner Bryan stating she does not have one bit of facts but deliberate, emotion, and discord and unrest; having not one fact. He referenced County Attorney Novak's report giving the facts and truth; noting her accusations have no merit and are totally unacceptable. He noted, in his opinion, the people would not like to continue this, stating they (the Board) are supposed to work together for the people. Chairman McDaniel stated that Gulf County is not losing a penny; Waste Pro is fined each day they are delinquent on the transfer station; noting they did run into problems with permitting with the State. Chairman McDaniel then closed the topic for discussion. Chairman McDaniel tried to call the meeting to order as Commissioner Bryan continued her attempt to speak. The Chair then called for a brief recess.

The meeting recessed at 9:20 a.m., E.T.

The meeting reconvened at 9:21 a.m., E.T.

MEETING – U. S. CONGRESSWOMAN GWEN GRAHAM

Chairman McDaniel recognized Aid Alex Quintana and Intern Lott Middlemas from Congresswoman Gwen Graham's office. Mr. Quintana appeared before the Board to announce today's local office hours for the Congresswoman at the City of Port St. Joe Fire Station.

CONSENT AGENDA / INFORMATION PACKET

Chairman McDaniel called for public comment regarding the Consent Agenda or the Information Packet. An unidentified lady from the audience floor asked what a Consent Agenda was, and where she might obtain one. Chairman McDaniel and Deputy Administrator Lanier stated that the packets are available on the County website or may be obtained from the Clerk's Office. Commissioner Bryan inquired about pages 10-11 of the Consent Agenda (Item #3: Bid Award #1415-19 * C.R. 30A & C.R. 30B Road Paving Projects to Roberts & Roberts, Inc.), County Attorney Novak and Clerk Norris explained the current Bid Opening Policy and Procedure. After further discussion, Commissioner Yeager motioned to accept the Consent Agenda. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

1. Minutes – May 12, 2015 – Regular Meeting
2. Bid Advertise – Request to Advertise for Sealed Bids (Purchase of LED Light Bulbs * Beach Lighting Grant * Up to \$17,200.00)
3. Bid Award – Bid #1415-19 * C.R. 30A & C.R. 30B Road Paving Projects (Roberts & Roberts, Inc. * \$2,924,630.97)
 - Bid #1415-23 * 2008 Ford F-150 4x4 Pick-up Truck (Teddy V. Kemp – Only Bidder * \$15,900.00)

4. Inventory – Gulf County Building Dept. (Transfer to T.D.C. * Asset #260-66
* 2000 Chevrolet K1500 Black 4x4 Pick-up * VIN
#1GCEK14V1YZ216927)
5. Request for Funds – Gulf County Sheriff's Office (Beach Patrol Funds * May, 2015
* \$6,495.87)

– Gulf County Tax Collector (Advertising for 2014 Unsold County Certificate
* \$1,972.88)
6. S.H.I.P. – Award Letter (Shannon Renee Winfield * Purchase Assistance
* \$5,000.00)
7. Tax Roll – Recapitulation of the 2014 Tax Roll
(End)

APPOINTMENTS – RESTORE ACT COMMITTEE

County Administrator Butler provided the Board with a list of people currently serving on the RESTORE Act Committee <copy provided to the Clerk for the record>. He reported that Dewberry has recommended that the RESTORE Act Committee have nine (9) members and one (1) liaison by the County Commission, with no appointed people serving on this committee, and no Staff serving on this committee. Chief Administrator Butler requested that the Board allow the Chairman to select nine (9) people from the list provided in order to present these names to the RESTORE Act Committee this afternoon. Following discussion, Commissioner Bryant motioned to table this matter until the next regular meeting. Commissioner Yeager seconded for discussion. After discussion by members of the Board, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously to table this matter.

SIDEWALK PROJECT – PINE STREET TO MEXICO BEACH

Chief Administrator Butler provided the Board with a letter from Florida D.O.T. regarding the sidewalk project at St. Joe Beach <copy provided to the Clerk for the record>; requesting comments from the Board on this project. He recommended increasing the width in the Sea Shores Drive and Veterans' Memorial Beacon Hill Park area. Commissioner Bryan discussed her concerns regarding Florida D.O.T. beginning the project at Veterans' Memorial Beacon Hill Park. Commissioner Bryan motioned to submit a letter to Florida D.O.T, with Chief Administrator Butler's recommendation and requesting the project to begin at the Park. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

AWARD BID #1415-11 – E.M.S. BILLING SERVICES

Chief Administrator Butler presented a letter from E.M.S. Director Whitfield regarding the recommendation to award Bid #1415-11 to E.M.S. Consultants <copy provided to the Clerk for the record>; stating that this is his recommendation as well. Commissioner Yeager motioned to award Bid #1415-11 for the E.M.S. Billing Services to E.M.S.

Consultants (only bidder that met specifications). Commissioner Quinn seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

REPAIRS – RADIO COMMUNICATIONS TOWER

Chief Administrator Butler reported that lightning struck the radio tower last Monday and hit one of the repeaters which cannot be repaired. He also reported that someone ran into one of the guidewires and broke the ground cable. Chief Administrator Butler recommended that the radio tower (located in Port St. Joe) be grounded; stating the cost should be under the bid limit. He also recommended that no more antennas, repeaters, or anything else be added to the tower until it is properly grounded. Chief Administrator Butler stated that this is for the Board's information and that the County will proceed with grounding the radio tower.

N.R.D.A. PROJECT – HIGHLAND VIEW BOAT RAMP

Chief Administrator Butler presented and read an email submitted to Jim Oskowis, D.E.P. N.R.D.A. (Natural Resource Damage Assessment) Project Manager <copy provided to Clerk for the record> regarding the Highland View Boat Ramp. He reported that D.E.P. has already spent \$14,000.00 on this project and the engineer has been pulled off. Chief Administrator Butler discussed his concerns regarding the boat ramp project; reporting that the boat ramp needs to be moved inland. Commissioner Bryan discussed her concerns regarding the boat ramp and moving it inland for safe launch.

MEETINGS – BOARD OF COUNTY COMMISSIONERS

After discussion and recommendation by Chief Administrator Butler, Commissioner McLemore motioned to move forward with holding one (1) regular Board meeting per month. Commissioner Yeager seconded the motion for discussion. After discussion by members of the Board, Chairman McDaniel called for public comment. There was no public comment. After discussion by members of the Board, Clerk Norris stated that she is not opposed to one (1) meeting per month. After further discussion by Staff, Chairman McDaniel called for public comment. There was no public comment. After discussion by Commissioner Bryan, the Chairman again called for public comment. Gregg Nutting, of Indian Pass appeared before the Board to inquire why the Board feels that reducing the meetings, more work will get done. Chairman McDaniel stated this action will give Staff more time to review and get more County business done. Mr. Nutting discussed his concerns regarding notification of special or emergency meetings. The motion then passed 4 to 1, with Commissioner Bryan voting no. Chief Administrator Butler recommended that the Board look at holding workshops to discuss matters at length.

RESOLUTION – ROAD BOND

County Attorney Novak discussed a proposed supplemental resolution amending the Road Bond Resolution in reference to the insurance agreement for the escrow agreement. He then read the proposed resolution by title. Commissioner Yeager motioned to adopt the Supplemental Resolution. Commissioner Quinn seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no, as follows:

RESOLUTION NO. 2015-10

A RESOLUTION AMENDING AND SUPPLEMENTING IN CERTAIN RESPECTS RESOLUTION NO. 2015-07 OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA; PROVIDING FOR THE PURCHASE OF A RESERVE ACCOUNT SURETY BOND AND THE FUNDING OF A RESERVE ACCOUNT TO SECURE THE COUNTY'S SERIES 2015 BONDS; RATIFYING THE PROVISIONS OF AN INSURANCE AGREEMENT WITH BUILD AMERICA MUTUAL ASSURANCE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AND PROVIDING AND EFFECTIVE DATE.

* Complete Resolution on file with Clerk *

(End)

PROPOSED POLICY – BOARD RULES

County Attorney Novak discussed a proposed policy regarding board rules and procedures for conducting business during meetings. He then presented the proposed policy to the Board and discussed an overview of the proposed policy and procedure <copy provided to Clerk for the record>. After discussion by members of the Board, Chairman McDaniel recommended to table this matter for further review. Commissioner Yeager motioned to table the proposed board rules of procedure and policy until the next regular meeting. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

LETTER OF INTENT – PACES FOUNDATION / GATEWAY MANOR

County Attorney Novak reported that the PACES Foundation requested a letter of intent from the County regarding the \$300,000.00 pledge made last summer for the Gateway Manor Project. After discussion, Mark Dumas and Rick Hayman, of the PACES Foundation appeared before the Board to provide an update to the Board regarding Gateway Manor; reporting that the doors will be open this time next year. Mr. Dumas also reported that out of the 40 (forty) acres, only 15 (fifteen) is useable acreage. He stated that rent for a two (2) bedroom will start at \$425.00 and a four (4) bedroom unit will start at \$544.00. Upon inquiry by Chairman McDaniel, Mr. Dumas reported that renters can purchase the unit after twenty (20) years; noting this project is a fifty (50) year contract with Florida Housing. After further discussion, County Attorney Novak recommended to approve the letter of intent. Commissioner Quinn motioned to submit a letter of intent to the PACES Foundation regarding the County's pledge for the Gateway Manor Project. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. Port St. Joe City Mayor Bo Patterson appeared before the Board to discuss his concerns regarding the changes that have taken place on this project. County Attorney Novak advised that the PACES Foundation will be conducting a workshop for the public. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

CONTRACT – WASTE PRO (BID #1314-15)

County Attorney Novak discussed the bid specifications regarding the solid waste services (Bid #1314-15), stating there was only one responsive bidder (Waste Pro).

LITIGATION – SMITH

County Attorney Novak reported that he received notification that the lawsuit filed by James Smith against the County and Staff has been dismissed in its entirety.

LAWSUITS – ETHICS

Assistant Administrator Hammond reported that in the last 2½ (two & half) years, thirteen (13) ethics violations were filed against Board members; stating that not one (1) with probable cause, and five (5) lawsuits were filed against this Board. He discussed his concerns regarding the Smith lawsuit and the increase in insurance premiums due mainly to these lawsuits.

REPORT – GULF COUNTY T.D.C.

T.D.C. Director Jenkins appeared before the Board to provide a monthly status report to the Board.

FLORIDA FILM COMMISSION – DEAD LAKES PARK

T.D.C. Director Jenkins requested permission to use the Dead Lakes Park for filming and staging of a television show at the boat ramp. The Board took no action.

FILM – FAT GUYS IN THE WOODS

T.D.C. Director Jenkins reported that the filming of *Fat Guys in the Woods* will air on the Weather Channel; stating that the first episode premieres Sunday at 9:00 p.m., E.T.

LEAVE NO TRACE ORDINANCE

Commissioner McLemore discussed his concerns regarding the Leave No Trace Ordinance; stating that visitors are not coming back to Gulf County due to the beach driving permits and Leave No Trace Ordinance. T.D.C. Director Jenkins stated that T.D.C. received about 150 negative phone calls in the last ten (10) days and hundreds of emails regarding the Leave No Trace Ordinance. She reported that her team is out on the beach trying to educate the public, but are being stopped. After discussion, Jeri Ashcraft, owner of Gulf Coast Vacation Rentals appeared before the Board to report that cancellations are being made. She discussed her concerns regarding this Ordinance; stating that the Board waited too late to provide something in writing. Mrs. Ashcraft reported that some visitors book their reservation a year in advance. After discussion, Commissioner McLemore requested that the Board consider delaying the Leave No Trace Ordinance in order to educate the public. Assistant Administrator Hammond reported that T.D.C. Director Jenkins is looking at reasonable ad campaigns. Discussion followed.

SIGNATURES – 2014 TAX RECAPITULATION

Clerk Norris stated that each Commissioner will need to stay after the meeting to sign the 2014 Tax Recapitulation that was approved today in the Consent Agenda.

SHERIFF – BEACH PATROL

Sheriff Harrison reported that when he assumed office as Sheriff he assigned a full-time Deputy to beach patrol, increasing their time last year, and now he has two (2) Deputies working twelve (12) hour days patrolling the beach. He stated they are enforcing the Ordinances and will stand behind whatever rules the Board makes. Commissioner Yeager stated that this Board wants the Sheriff's Office to enforce these Ordinances. He discussed clarifying matters regarding beach access today.

EMERGENCY BEACH DRIVING ORDINANCE #2015-08 AND ISSUES

County Attorney Novak discussed a proposed beach driving ordinance and read it by title. He reviewed the highlighted proposed changes. After discussion by members of the Board, Commissioner Yeager motioned to adopt the following Ordinance and declare this an emergency. Commissioner McLemore seconded the motion. Commissioner Yeager requested to include Higgins Street and Salinas Park as a beach access point. After further discussion, Chairman McDaniel called for public comment <Commissioner Quinn left the meeting at 12:22 p.m., E.T.>. Linda Behage, of Cape San Blas appeared before the Board to discuss her concerns regarding beach driving. Jim Kneely, of Indian Pass appeared before the Board to discuss his concerns regarding people getting stuck on the beach, noting that Indian Pass is a different community <Commissioner Quinn returned to the meeting at 12:24 p.m., E.T.>. Mr. Kneely discussed private property rights and beach access. Upon motion by Commissioner Yeager, second by Commissioner Bryan, and unanimous vote, the Board allowed additional time for Mr. Kneely to speak. Mr. Kneely discussed his concerns regarding four-wheelers on the beach. County Attorney Novak stated that both ordinances speaks to private property rights. Candice Warren, of the Cape appeared before the Board to ask if the Board would consider only Florida residents obtaining a beach driving permit. She discussed changing the permitting fees to \$500.00 instead of \$300.00; reporting that she does not consider this matter an emergency. After discussion, Chairman called for public comment. John Tuttell, of Panama City appeared before the Board to discuss his concerns regarding the cost of non-resident beach driving permits. Jane Treadaway, of Indian Pass appeared before the Board to thank Commissioner Yeager for today's meeting and Sheriff Harrison for patrolling the beach. Chairman McDaniel called for public comment. Frank Martin, of Indian Pass appeared before the Board to discuss his concerns regarding roadside yard debris. Chairman McDaniel reminded everyone that the public comment is regarding the proposed beach driving ordinance. Pat Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding driving on the beach at the Peninsula; requesting that until restoration can be in place that the Board only allow golf carts on the Peninsula. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no, as follows:

ORDINANCE NO. 2015-08

**AN EMERGENCY ORDINANCE OF GULF COUNTY, FLORIDA;
WHEREBY REPEALING GULF COUNTY ORDINANCE NO. 1997-02
AND THEREAFTER AMENDMENTS GULF COUNTY ORDINANCE NO.
2013-09 AND 2014-03 THERETO TITLED "ALLOWING FOR**

VEHICULAR TRAFFIC ON CERTAIN COASTAL BEACHES WITHIN GULF COUNTY, FLORIDA”; REPEALING THE ORDINANCE IN ITS ENTIRETY AND REPLACING ALL PRIOR AMENDMENTS AND REGULATIONS TO THE ORDINANCE HEREIN; HEREINAFTER PROVIDING FOR A PERMIT AND REQUIREMENTS TO OBTAIN THE SAME; PROVIDING FOR A PERMIT FEE; ESTABLISHING A SYSTEM FOR MONITORING THE ISSUANCE OF DECALS; ESTABLISHING THE FORMAT FOR DECALS; LIMITING AND DESIGNATING BEACH ACCESS POINTS; PROVIDING FOR A SPEED LIMIT; PROVIDING FOR RULES FOR OPERATION OF VEHICLES ON THE BEACHES; PROVIDING FOR PENALTY FOR VIOLATION; PROVIDING FOR REPEALER, SEVERABILITY, MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR EMERGENCY PROVISIONS AND CLASSIFICATION FOR WAIVING STATUTORY NOTICE REQUIREMENTS FOR ITS IMMEDIATE ADOPTION AND PROVIDING FOR AN EFFECTIVE DATE.

* Complete Ordinance on file with Clerk *

(End)

LEAVE NO TRACE ORDINANCE – TURTLE MESSAGING

Commissioner McLemore requested that T.D.C. approach the Leave No Trace Ordinance by educating the public with the turtle messaging.

QUARTERLY REPORT – WEWAHITCHKA MEDICAL CENTER

Katrina Saunders, of Wewahitchka Medical Center appeared before the Board to present a quarterly update.

The meeting did recess at 12:41 p.m., E.T.

The meeting did reconvene at 12:48 p.m., E.T. <Commissioner McLemore did not return to the meeting>.

QUARTERLY REPORT – WEWAHITCHKA MEDICAL CENTER

After the recess, Mrs. Saunders provided a written report to the Board for review <copy provided to Clerk for the record>.

HEALTH FAIR – WEWAHITCHKA MEDICAL CENTER

Katrina Saunders, of Wewahitchka Medical Center invited the public to the annual health fair to be held on Friday, August 7th from 2:00 p.m. to 4:00 p.m.

ADVERTISEMENT – CANCELLATION OF BOARD MEETING

County Attorney Novak discussed the motion today to hold only one (1) regular Board meeting per month; requesting that the Board cancel the next regular scheduled meeting and to allow Staff to go through the Clerk to advertise the new meeting schedule. Commissioner Yeager motioned to approve this request. Commissioner Quinn seconded

the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

QUASI-JUDICIAL HEARINGS – REVIEW & CONSIDERATION OF P.D.R.B. RECOMMENDATIONS

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

VARIANCE REQUEST – MARK & COLLEEN TURNER / TURTLE DUNES DRIVE

Planner Lowry introduced the first variance request from Mark and Colleen Turner (Parcel ID #06269-980R) requesting a 6' variance to a 9½ setback to the adjacent property on Turtle Dunes Drive. Upon inquiry by County Attorney Novak, each Commissioner present stated for the record that they have not had any exparte communication with the applicants. Chairman McDaniel called for the applicant to approach. Planner Lowry stated that Pat Hardman is present and represents the applicants and inquired if they wanted to waive the Quasi-Judicial Hearing. Mrs. Hardman had no objection. Chairman McDaniel called for public comment. There being no public comment, the hearing was then waived. Commissioner Yeager motioned to waive the Quasi-Judicial Hearing for Mark and Colleen Turner regarding this variance request. Commissioner Quinn seconded the motion. Chairman called for public comment. There being no public comment, the motion passed unanimously (4-0). Planner Lowry reported that by a 4-0 vote the P.D.R.B. approved this variance request by Mark and Colleen Turner (Parcel ID #06269-980R). Commissioner Yeager motioned to approve the recommendation of the Planning Board. 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 County Attorney Novak, Commissioner Yeager motioned to affirm that the Planner satisfied the requirements, the Board properly waived the Quasi-Judicial Hearing process, the Board has the substantial and competent evidence, and that the Board approves this variance. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

VARIANCE REQUEST – JIMMIE PATTERSON / OAK GROVE

Planner Lowry introduced the second variance request from Jimmie Patterson (Parcel ID #06165-000R) requesting a 12½' roadside setback variance at the corner of Iola and Jackson Street in Oak Grove. He stated that Mr. Patterson is not present and requested the Board waive the Quasi-Judicial Hearing. Commissioner Yeager motioned to waive the Quasi-Judicial Hearing. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0). The Chairman called for the applicant or his representative. County Attorney Novak reported that the applicant is not present; stating that the record has been submitted for consideration. Planner Lowry reported that the Planning Board did vote 4-0 to approve this variance. Commissioner Yeager motioned to accept the Planning Board's recommendation to accept a 12½' roadside setback variance request from Jimmie Patterson. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-

0). Upon inquiry by County Attorney Novak, each Commissioner present stated for the record that they have not had any exparte communication with the applicant. After discussion by County Attorney Novak, Commissioner Yeager motioned to affirm the items on page 2 of the form has been satisfied by the Planner, P.D.R.B., and County Staff. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

MANDATORY GARBAGE PICKUP

Commissioner Bryan reported that she is still waiting on Assistant Administrator Hammond’s report/notes regarding the update to mandatory garbage pickup that was discussed at a previous Board meeting.

WHITE CITY BOAT RAMP

Commissioner Bryan requested an update on the White City Boat Ramp. County Attorney Novak reported that the Board authorized to sue and a command letter was submitted. He stated that this matter is not going to be resolved anytime soon with an out-of-state defendant. He reported that the total claim is approximately \$66,000.00. Commissioner Bryan requested the Board review other options to fund the repair of the White City Boat Ramp and continue to pursue ligation. Commissioner Yeager agreed to allow Staff to bring back a recommendation for consideration. Commissioner Bryan motioned to allow Staff to come up with a plan to vitalize the White City Boat Ramp. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

MEETING – OIL CONSORTIUM

Commissioner Yeager reported that there was an Oil Consortium Meeting last week and will brief the Board at the next meeting. He reported that the public can go to the FAC’s (Florida Association of Counties) website and there is a link to the consortium.

PUBLIC DISCUSSION

Chairman McDaniel called for public discussion. There was no public discussion.

There being no further business, and upon motion by Commissioner Yeager, second by Commissioner Quinn, and unanimous 4-0 vote, the meeting did then adjourn at 1:09 p.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JULY 7, 2015

PORT ST. JOE, FLORIDA

EMERGENCY MEETING

The Gulf County Board of County Commissioners met this day in Emergency Session with the following members present: Chairman Ward McDaniel, Vice-Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk of the Circuit Court Rebecca L. Norris, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Court Report Trudy Downs, Rhon Jones of the Beasley Allen Law Firm, and Billy Buzzett of the Nix Patterson Law Firm.

The meeting was called to order at 8:00 a.m., E.T. by Chairman McDaniel.

Chairman McDaniel referred to County Attorney Novak who noted the meeting notice requirements and the County's compliance with those requirements.

CLOSED DOOR SESSION

Commissioner Yeager motioned to go into Closed Door Session. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously at 8:05 a.m. to go into closed door session to discuss the BP Deepwater Horizon Oil Spill Litigation Settlement offer. Clerk Norris, other county staff, and the public were dismissed from the meeting room.

The emergency meeting recessed at 8:05 a.m., E.T. to go into a Closed Door Session.

The emergency meeting reconvened at 8:29 a.m., E.T.

RESOLUTION #2015-11

Following direction and discussion by County Attorney Novak, Commissioner Yeager motioned to proceed with the agreement and required paperwork; allowing the Chairman to sign any necessary documents to accept the settlement offered by BP. Commissioner McLemore seconded the motion; asking County Attorney Novak to provide the settlement numbers. County Attorney Novak discussed the settlement; noting the Board would be accepting the settlements by resolution. County Attorney Novak then read the proposed resolution by title; accepting \$261,592.00 on behalf of the Gulf County Tourist Development Council and allowing the Chairman to sign the release. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously to proceed and adopt the following Resolution by title.

RESOLUTION NO. 2015-11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONER OF GULF COUNTY IN THE STATE OF FLORIDA, ACTING ON BEHALF OF THE GULF COUNTY TOURIST DEVELOPMENT COUNCIL, ACCEPTING A FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST BP AND OTHER RESULTING FROM THE DEEPWATER HORIZON OIL SPILL, AUTHORIZING THE EXECUTION AND DELIVERY OF A GENERAL RELEASE AND OTHER NECESSARY DOCUMENTS AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

* Complete Resolution on file with Clerk *

(End)

RESOLUTION #2015-12

County Attorney Novak read the proposed resolution by title; accepting the settlement of \$751,126.00 on behalf of the Gulf County Board of County Commissioners. Commissioner Yeager motioned to accept the settlement by resolution. Commissioner McLemore seconded the motion. Upon inquiry by Commissioner McLemore, County Attorney Novak discussed the settlement amount and attorney/litigation fees that are yet to be determined; noting the offer will be made public after settled. Chairman McDaniel called for public comment. There being no public comment, the motioned passed unanimously to adopt the following Resolution by title.

RESOLUTION 2015-12

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY IN THE STATE OF FLORIDA ACCEPTING A FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST BP AND OTHERS RESULTING FROM THE DEEPWATER HORIZON OIL SPILL, AUTHORIZING THE EXECUTION AND DELIVERY OF A GENERAL RELEASE AND OTHER NECESSARY DOCUMENTS AND PROVING AN IMMEDIATELY EFFECTIVE DATE.

* Complete Resolution on file with Clerk *

(End)

County Attorney Novak noted that our Attorneys will now go forward; presenting the documents to BP for their legal review and execution.

ADJOURN

Commissioner McLemore moved to adjourn. Commissioner Yeager seconded the motion but stated that this settlement is just the lawsuit directly to the County and has nothing to do with the pending RESTORE Act funds. County Attorney Novak noted for the record that when the global settlement is fully executed, it will be available to the public. The meeting was then adjourned at 8:40 a.m., E.T. by unanimous vote.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JULY 7, 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, Vice-Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk of the Circuit Court Rebecca L. Norris, Clerk Finance Director Sherry Herring, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, Central Services Director Denise Manuel, Emergency Management Director Marshall Nelson, Deputy Grant Coordinator Kari Summers, Mosquito Control Director Mark Cothran, County Planner Brett Lowry, Sheriff Mike Harrison, T.D.C. Director Jennifer Jenkins, T.D.C. Deputy Director Towan Kopinsky, Veteran's Service/S.H.I.P. Coordinator Joe Paul, and E.D.C. Assistant Michelle Perrin Childs.

Chairman McDaniel called the meeting to order at 8:43 a.m., E.T.

BOARD MEETING RULES OF PROCEDURE AND POLICY

County Attorney Novak presented to the Board a proposed meeting rules of procedure and policy <copy not provided to Clerk for the record during the meeting>. Chairman McDaniel called for public comment from the Board members. Upon request by Commissioner Bryan, in detail County Attorney Novak went through the changes and revisions to the proposed policy that was tabled on the June 23, 2015 meeting. County Attorney Novak noted that all advisory committees are subject to the same Rules of Procedure. Commissioner McLemore motioned to adopt the Board Meeting Rules of Procedure and Policy. Commissioner Yeager seconded the motion for discussion. After discussion by members of the Board and Staff, Chairman McDaniel called for public comment. Tom Graney, of St. Joe Beach appeared before Board to discuss his concerns regarding this proposed policy and government accountability, stating that he agrees with Commissioner Bryan. When Mr. Graney's time to speak was exhausted, Commissioner Bryan motioned to extend his time. Commissioner Quinn seconded the motion, and it passed unanimously to allow Mr. Graney an additional three (3) minutes. Discussion continued between Mr. Graney and the Board. After discussion, Clerk Norris stated the motion for the record as requested by Chairman McDaniel. There being no further comment, the motion then passed 4-1, with Commissioner Bryan voting no.

ROAD BOND – ROAD LIST DISTRIBUTION

Chief Administrator Butler discussed and presented a proposed County road list for Board review <copy provided to the Clerk for the record>; reported that some of the roads on this list that the County grades are not County owned, but the County has Limited Maintenance Agreements. Chairman McDaniel stated that he meet with City of Wewahitchka Manager Don Minchew regarding the City's road list; reporting that the City of Wewahitchka has provided him with their road list. Commissioner Yeager suggested that the roads with Limited Maintenance Agreements not be paved. Upon inquiry by Chairman McDaniel regarding whether the State is in the game of State and County roads intersect, Chief Administrator Butler stated proper permitting would have to be done by the engineer. Commissioners McLemore, Quinn, and McDaniel stated they are good with their lists in allowing Staff to move forward. Commissioners Yeager and Bryan stated that they need to review their road list further before notifying Staff.

EMERGENCY BEACH DRIVING ORDINANCE RATIFICATION (2015-08)

County Attorney Novak discussed meeting with the affected Constitutional Officers (Clerk and Sheriff) and the County Judge regarding the recent passage of the Beach Driving Ordinance (#2015-08) and authority to make changes; noting three (3) were made as follows: 1. "regulate" in the 5th Whereas Clause was corrected to "regular"; 2. strengthened the language in Section 2(b) and (3) corrected a typographical error changing the wording in Section 7(a) from "request" to "shall". Upon request by Chairman McDaniel, County Attorney Novak read Section 7(a) for the record, as follows:

Section 7(a): Driving on the beach without first having obtained a valid permit shall result in a fine of \$500.00** for the first time offense. For a second offense, the fine shall be \$750.00.

**Upon issuance of a citation, the violator may purchase a beach driving permit through Gulf County Tax Collectors Office within seven (7) calendar days of receipt the violation and thereafter upon proof of identification and proof of purchase of annual permit to the Clerk of Court may elect to enter a guilty plea to the citation and simultaneously shall reduce the penalty to a total of \$100 in addition to the annual permit fee paid.

Upon request by County Attorney Novak, Commissioner Yeager motioned to ratify the changes in Ordinance 2015-08. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. Vince Bishop, of Cape San Blas appeared before the Board to inquire about personal property owners' ability to have private access; whether the Sheriff will stop them when the beach is closed, and whether friends will be allowed to access the beach from their private property. Chairman McDaniel directed the Clerk to freeze Mr. Bishop's time. County Attorney Novak stated that the State requires permits; reporting that if the Florida Statutes are violated, persons will be fined. Mr. Bishop discussion his concerns regarding storm events, beach closure, Emergency Declarations, and public safety issues. County Attorney Novak stated that he spoke with D.E.P. (Florida Department of Environmental Protection) regarding our <Commissioner Bryan left the meeting at 9:42 a.m., E.T.> local Ordinance and it is in line with D.E.P. and Florida Statutes. Phil Perkins, of Cape San Blas appeared before the Board to discuss his concerns regarding an article that was in The Star newspaper regarding beach driving.

Chairman McDaniel directed the Clerk to hold Mr. Perkins time. After discussion by County Attorney Novak, Mr. Perkins stated that the language is confusing regarding beach driving access for private property owners. Chairman McDaniel directed the Clerk to hold Mr. Perkins time. After further discussion, Pat Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding the way the language is now that people think they can have beach driving access from private property. Commissioner Yeager stated that this matter is addressed in Florida Statutes. Upon request by Chairman McDaniel, Clerk Norris stated the motion for the record. There being no further public comment, the motion the passed unanimously (4-0). <Commissioner Yeager left the meeting at 9:57 a.m., E.T.>

RV PERMIT FEES

Chief Administrator Butler reported that the RV Ordinance (#2015-06) calls for permitting and fees of RV's (Recreational Vehicles). Chief Administrator Butler recommended a twenty dollar (\$20.00) fee, an application requirement, and proof of insurance; stating that this would be processed/handled through the Building Department. Commissioner Quinn motioned to accept Chief Administrator Butler's recommendation. Chairman McDaniel passed the Chair to Vice Chairman McLemore and then seconded the motion. Upon inquiry by Chairman McLemore, Chief Administrator Butler stated that the \$20.00 fee applies to RV's along the Coastal Corridor. County Attorney Novak discussed Section C(3); stating that everyone (all) must register but only those within the Coastal Corridor would pay the \$20.00 fee. There being no further discussion, the motion passed unanimously (3-0). Chairman McLemore returned the Chair to Commissioner McDaniel.

S.H.I.P. FUNDING AND SUBORDINATION REVIEW

S.H.I.P. Coordinator Paul appeared before the Board to recommend three (3) S.H.I.P. Rehabilitation Assistance award letters: 1. Marathal O. Daniels; up to \$40,000.00; 2. Lester Hand; up to \$7,500.00 and; 3. Mary Cintel Davis; up to \$7,500.00. Commissioner McLemore motioned to approve this recommendation. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (3-0).

S.H.I.P. Coordinator Paul requested that the Board subordinate Sonia Evette Farmers' S.H.I.P. loan; recommending that the Board go ahead and issue a Satisfaction on the Note, only having \$70.98 remaining due in the ten (10) year forgiveness cycle. Commissioner McLemore motioned to approve this recommendation. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (3-0).

Upon motion by Commissioner McLemore, second by Commissioner Quinn, and an unanimous 3-0 vote, the meeting did then adjourn at 10:07 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECC L. NORRIS
CLERK**



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GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

07/23/2015 10:18
838sherr

FOR CASH ACCOUNT: 00100 10110

FOR: ALL

CHECKED BATCH CLEAR DATE

UNCLEARED

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED
3507	06/02/2015	WIRE	BD.CO.COMMISSIONERS P/R	130,068.34
3510	06/04/2015	WIRE	ELECTRONIC FEDERAL TAX PA	46,533.54
3511	06/04/2015	WIRE	EXPERTPAY FOR EMPLOYERS	520.00
3512	06/04/2015	WIRE	040903 NATIONWIDE RETIREMENT SOL	2,694.00
3518	06/08/2015	WIRE	000278 BOARD COUNTY COMMISSIONER	64,161.79
3519	06/08/2015	WIRE	BOARD COUNTY COMMISSIONER	640.00
3520	06/08/2015	WIRE	BOARD COUNTY COMMISSIONER	9,343.39
3521	06/01/2015	WIRE	06126 CENTENNIAL BANK	5,633.84
3522	06/04/2015	WIRE	CENTENNIAL BANK	64.00
3523	06/04/2015	WIRE	CENTENNIAL BANK	205.00
3524	06/04/2015	WIRE	06126 CENTENNIAL BANK	1,938.99
3525	06/05/2015	WIRE	000401 FLORIDA DIV. RETIREMENT	47,348.62
3526	06/09/2015	WIRE	005897 AMERICAN FIDELITY ASSURAN	6,084.59
3527	06/10/2015	WIRE	005572 PUBLIC RISK MANAGEMENT	90,784.68
3528	06/12/2015	WIRE	06126 CENTENNIAL BANK	749.45
3529	06/15/2015	WIRE	02036 THE STANDARD INSURANCE CO	725.90
3530	06/18/2015	WIRE	000142 FLORIDA DEPT. OF REVENUE	222.52
3531	06/18/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	129,631.46
3534	06/18/2015	WIRE	04010 ELECTRONIC FEDERAL TAX PA	46,123.00
3535	06/18/2015	WIRE	04230 NATIONWIDE RETIREMENT SOL	2,694.00
3536	06/18/2015	WIRE	040903 EXPERTPAY FOR EMPLOYERS	520.00
3537	06/18/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	104.43
3538	06/19/2015	WIRE	04010 ELECTRONIC FEDERAL TAX PA	21.15
3539	06/17/2015	WIRE	06126 CENTENNIAL BANK	205.00
3540	06/19/2015	WIRE	06126 CENTENNIAL BANK	1,838.99
3541	06/26/2015	WIRE	06126 CENTENNIAL BANK	779.45
3543	06/30/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	129,750.48
3554	06/18/2015	WIRE	04654 CARDMEMBER SERVICE	16,013.21
3570	06/30/2015	WIRE	005060 REGIONS BANK	2,156,486.00
106246	06/05/2015	PRINTED	000181 CITY OF PORT ST JOE	557.31
106247	06/05/2015	PRINTED	000190 ST JOE HARDWARE	687.72
106248	06/05/2015	PRINTED	000194 ST JOE NATURAL GAS CO	113.41
106249	06/05/2015	PRINTED	000215 WALLACE PUMP & SUPPLY	227.56
106250	06/05/2015	PRINTED	000222 CITY OF WEWAHITCHKA	2,490.45
106251	06/05/2015	PRINTED	000251 ROWLAND'S WELDING &	59.84
106252	06/05/2015	PRINTED	000495 THOMPSON TRACTOR CO.	12,866.25
106253	06/05/2015	PRINTED	000537 CARPET COUNTRY	890.81
106254	06/05/2015	PRINTED	000894 ST JOE RENT ALL INC.	925.90
106255	06/05/2015	PRINTED	000928 PROFESSIONAL WINDOWS & GL	500.78
106256	06/05/2015	PRINTED	000931 PREBLE-RISH, INC.	18,960.00
106257	06/05/2015	PRINTED	001002 FISHERS BUILDING SUPPLY	46.66
106258	06/05/2015	PRINTED	001141 CULLIGAN	26.25
106259	06/05/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	2,562.52
106260	06/05/2015	PRINTED	001318 MIZE PLUMBING, GLASS AND	139.49
106261	06/05/2015	PRINTED	001401 WARREN J. YEAGER	486.56
106262	06/05/2015	PRINTED	001429 LEROY HILL COFFEE COMPANY	85.60
106263	06/05/2015	PRINTED	001604 MARSHALL NELSON	286.55
106264	06/05/2015	PRINTED	002621 GAC CONTRACTORS	81,396.12
106265	06/05/2015	PRINTED	002660 CDW GOVERNMENT INC.	717.31
106266	06/05/2015	PRINTED	002895 ESRI	1,900.00
106267	06/05/2015	PRINTED	004065 COMBINED INSURANCE SERVIC	1,600.00
106268	06/05/2015	PRINTED	004222 WILLIAM J. DAVIS, JR.	42.95



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GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

07/23/2015 10:18
838sheir

FOR CASH ACCOUNT: 00100 10110

FOR: ALL

CLEARED BATCH CLEAR DATE

UNCLEARED

CHECK #	CHECK DATE	CHECK TYPE	VENDOR NAME	UNCLEARED
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106271	06/05/2015	PRINTED	MEDIACOM-SOUTHEAST LLC	69.95
106272	06/05/2015	PRINTED	RAMSEYS' PRINTING & OFFIC	529.24
106273	06/05/2015	PRINTED	BENJAMIN GUTHRIE	593.17
106274	06/05/2015	PRINTED	NEECE TIRE & AUTO SERVICE	2,942.93
106275	06/05/2015	PRINTED	FAIRPOINT COMMUNICATIONS	77.13
106276	06/05/2015	PRINTED	BAINBRIDGE ELECTRIC SUPPL	6.88
106277	06/05/2015	PRINTED	ST. JOE ELECTRIC SUPPLY	11.69
106278	06/05/2015	PRINTED	VERIZON WIRELESS SERVICES	10.08
106279	06/05/2015	PRINTED	PANAMA ALTERNATOR & START	208.50
106280	06/05/2015	PRINTED	XEROX CORPORATION	81.99
106281	06/05/2015	PRINTED	XEROX CORPORATION	127.60
106282	06/05/2015	PRINTED	XEROX CORPORATION	176.61
106283	06/05/2015	PRINTED	XEROX CORPORATION	193.81
106284	06/05/2015	PRINTED	GULF COAST STATE COLLEGE	65.00
106285	06/05/2015	PRINTED	BIKE FLORIDA	3,000.00
106286	06/05/2015	PRINTED	MICHELLE CHILDS	174.97
106287	06/05/2015	PRINTED	DUKE ENERGY FLORIDA, INC.	772.62
106288	06/05/2015	PRINTED	WEWA OUTDOORS & PAWN LLC	12.50
106289	06/05/2015	PRINTED	GOOGLE INC.	8,507.78
106290	06/05/2015	PRINTED	CLASSIC COASTAL CONSTRUCT	64.01
106291	06/05/2015	PRINTED	LOIS CHRISTINE MCELROY	441.70
106292	06/05/2015	PRINTED	RACHEL JACKSON	235.00
106293	06/05/2015	PRINTED	JASON WHITE	8,495.00
106294	06/05/2015	PRINTED	GRIGGS ENTERPRISES, INC	11,207.64
106295	05/04/2015	PRINTED	INT. UNION OF OPER. ENG.	157.50
106296	06/04/2015	PRINTED	UNITED WAY OF NORTHWEST F	56.00
106297	06/12/2015	PRINTED	ROY LEE CARTER	200.00
106298	06/12/2015	PRINTED	GCEC	2,889.20
106299	06/12/2015	PRINTED	ST. JOE NATURAL GAS CO	2,085.58
106300	06/12/2015	PRINTED	CITY OF WEHAITCHKA	1,350.00
106301	06/12/2015	PRINTED	KENDALL MURPHY	290.59
106302	06/12/2015	PRINTED	BAY COUNTY BOARD COUNTY	2,946.00
106303	06/12/2015	PRINTED	PITNEY BOWES GLOBAL FINAN	3,030.00
106304	06/12/2015	PRINTED	COMFORTER FUNERAL HOME	520.00
106305	06/12/2015	PRINTED	PREBLE-RISH INC.	55,431.85
106306	06/12/2015	PRINTED	DONALD H. BUTLER	486.56
106307	06/12/2015	PRINTED	MICHAEL HAMMOND	471.56
106308	06/12/2015	PRINTED	ST. JOSEPH BAY HUMANE SOC	4,536.00
106309	06/12/2015	PRINTED	DEWAYNE STRADER	50.00
106310	06/12/2015	PRINTED	MEDIACOM	155.45
106311	06/12/2015	PRINTED	MEDIACOM-SOUTHEAST LLC	109.95
106312	06/12/2015	PRINTED	REBECCA L. NORRIS	431.51
106313	06/12/2015	PRINTED	REBECCA L. NORRIS	3,128.30
106314	06/12/2015	VOID	*** NOT FOUND	.00
106315	06/12/2015	PRINTED	VERIZON WIRELESS	752.62
106316	06/12/2015	PRINTED	WARD MCDANIEL	461.67
106317	06/12/2015	PRINTED	NOVAK LAW GROUP, PLLC	486.56
106318	06/12/2015	PRINTED	XEROX CORPORATION	236.55
106319	06/12/2015	PRINTED	ROK TECHNOLOGIES, INC	400.00
106320	06/12/2015	PRINTED	HALIFAX MEDIA GROUP	1,093.84



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P apchkrccn

GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

07/23/2015 10:18
838sherr

FOR CASH ACCOUNT: 00100 10110

FOR: ALL

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

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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106322	06/12/2015	PRINTED	DUKE ENERGY FLORIDA, INC.	370.83			
106323	06/12/2015	PRINTED	NCPLUS INC.	11,700.00			
106324	06/12/2015	PRINTED	LIBERTY CO CLERKS OFFICE	14,937.00			
106325	06/12/2015	PRINTED	SANDY QUINN	486.48			
106326	06/12/2015	PRINTED	EYERGREEN SOLUTIONS, INC	5,500.00			
106327	06/12/2015	PRINTED	ONLINE SOLUTIONS LLC	4,200.00			
106328	06/12/2015	PRINTED	MARK COTHAN	510.02			
106329	06/15/2015	PRINTED	JAMES W. SEALEY JR.	2.85			
106330	06/15/2015	PRINTED	BAYSIDE LUMBER & BUILDING	148.55			
106331	06/15/2015	PRINTED	BAYSIDE LUMBER & BUILDING	47.90			
106332	06/15/2015	PRINTED	HAROLDS AUTO PARTS	1,694.72			
106333	06/15/2015	PRINTED	HAROLDS AUTO PARTS	944.26			
106334	06/15/2015	PRINTED	MARIANNA AUTO PARTS	1,135.17			
106335	06/15/2015	PRINTED	G & C SUPPLY CO., INC.	697.15			
106336	06/15/2015	PRINTED	HILL MANUFACTURING CO	240.00			
106337	06/15/2015	PRINTED	CAPITAL TRUCK, INC.	794.32			
106338	06/15/2015	PRINTED	PRISTINE POOLS & SPA SUPP	18.68			
106339	06/15/2015	PRINTED	FLORIDA COMBINED LIFE INS	6,836.47			
106340	06/15/2015	PRINTED	GRAINGER	230.85			
106341	06/15/2015	PRINTED	REBECCA L. NORRIS	3,981.87			
106342	06/15/2015	PRINTED	COMPBENEFITS	1,378.05			
106343	06/15/2015	PRINTED	ST. JOE ELECTRIC SUPPLY	162.67			
106344	06/15/2015	PRINTED	LEGALSHIELD	15.95			
106345	06/17/2015	PRINTED	ACTION FIRE & SAFETY	96.00			
106346	06/17/2015	PRINTED	DAVID RICH'S IGA WEGA	308.87			
106347	06/17/2015	PRINTED	ST JOE AUTO PARTS	154.33			
106348	06/17/2015	PRINTED	ST JOE HARDWARE	283.86			
106349	06/17/2015	PRINTED	SOUTHERN CLEANING SUPPLY	191.78			
106350	06/17/2015	PRINTED	FISHERS BUILDING SUPPLY	86.54			
106351	06/17/2015	PRINTED	TEK DISTRIBUTORS, INC.	108.79			
106352	06/17/2015	PRINTED	SHELL FLEET PLUS	52.40			
106353	06/17/2015	PRINTED	CRYSTAL FOLLIN	85.00			
106354	06/17/2015	PRINTED	SHIRLEY JENKINS	126.84			
106355	06/18/2015	PRINTED	INT. UNION OF OPER. ENG.	150.00			
106356	06/18/2015	PRINTED	UNIFIRST CORPORATION	580.84			
106357	06/18/2015	PRINTED	UNITED WAY OF NORTHWEST F	56.00			
106358	06/22/2015	PRINTED	GRIFFIN SAND AND	617.50			
106359	06/22/2015	PRINTED	GCBC	2,416.25			
106360	06/22/2015	PRINTED	CITY OF PORT ST JOE	259.25			
106361	06/22/2015	PRINTED	DAVID RICH'S IGA WEGA	30.00			
106362	06/22/2015	PRINTED	ST JOE NATURAL GAS CO	28.21			
106363	06/22/2015	PRINTED	PREBLE-RISH, INC.	3,825.00			
106364	06/22/2015	PRINTED	CULLIGAN	14.75			
106365	06/22/2015	PRINTED	CULLIGAN	28.50			
106366	06/22/2015	PRINTED	CULLIGAN	107.50			
106367	06/22/2015	PRINTED	CULLIGAN	10.00			
106368	06/22/2015	PRINTED	CULLIGAN	7.95			
106369	06/22/2015	PRINTED	CULLIGAN	114.85			
106370	06/22/2015	PRINTED	CULLIGAN	16.50			
106371	06/22/2015	PRINTED	BILLY E. TRAYLOR	50.94			
106372	06/22/2015	PRINTED	MIZE PLUMBING, GLASS AND	18.63			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	CLEARED	BATCH	CLEAR DATE
106373	06/22/2015	PRINTED	001643 BAYSIDE LUMBER & BUILDING			628.57
106374	06/22/2015	PRINTED	002029 DUREN'S PIGGLY WIGGLY			15.97
106375	06/22/2015	PRINTED	002895 ESRI			4,750.00
106376	06/22/2015	PRINTED	003349 PREFERRED GOVERNMENTAL IN			44,504.50
106377	06/22/2015	PRINTED	003433 SHIRLEY JENKINS			65.50
106378	06/22/2015	PRINTED	003484 OFFICE DEPOT, INC			1,102.41
106379	06/22/2015	PRINTED	003490 QUEST DIAGNOSTICS			37.20
106380	06/22/2015	PRINTED	003764 COASTAL DESIGN & LANDSCAP			90.00
106381	06/22/2015	PRINTED	003992 ADVANCE AUTO PARTS			34.65
106382	06/22/2015	PRINTED	004058 PURCHASE POWER			123.00
106383	06/22/2015	PRINTED	004660 RAMSEYS' PRINTING & OFFIC			249.19
106384	06/22/2015	PRINTED	004780 COASTAL BUSINESS PRODUCTS			196.40
106385	06/22/2015	PRINTED	004820 MILLER HEATING & AIR COND			158.00
106386	06/22/2015	PRINTED	004981 BAY MEDICAL CENTER			371.00
106387	06/22/2015	PRINTED	005097 RUMBERGER, KIRK & CALDWEL			120.00
106388	06/22/2015	PRINTED	005123 FIRST IN SERVICES, LLC			2,351.65
106389	06/22/2015	PRINTED	005261 SYSCO-GULF COAST			1,595.78
106390	06/22/2015	VOID	005264 FAIRPOINT COMMUNICATIONS			11,086.75
106391	06/22/2015	PRINTED	005564 AMERICAS-MARIANNA			76.00
106392	06/22/2015	PRINTED	005597 VINCENT IVERS, M.D.			450.00
106393	06/22/2015	PRINTED	005640 ST. JOE ELECTRIC SUPPLY			532.88
106394	06/22/2015	PRINTED	005684 VERIZON WIRELESS			2,318.16
106395	06/22/2015	PRINTED	005684 VERIZON WIRELESS			50.33
106396	06/22/2015	PRINTED	005684 VERIZON WIRELESS			42.31
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106398	06/22/2015	PRINTED	005904 4IMPRINT			1,532.35
106399	06/22/2015	PRINTED	006170 CLEAR CHANNEL AIRPORTS			945.00
106400	06/22/2015	PRINTED	006170 CLEAR CHANNEL AIRPORTS			110.00
106401	06/22/2015	PRINTED	006223 CANON SOLUTIONS AMERICA,			142.60
106402	06/22/2015	VOID	006257 *** NOT FOUND			.00
106403	06/22/2015	PRINTED	006432 WASTE PRO OF FLORIDA, INC			166.68
106404	06/22/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.			15,668.18
106406	06/26/2015	PRINTED	000101 ACTION FIRE & SAFETY			100.00
106407	06/26/2015	PRINTED	000153 GULF ARC, INC			200.85
106408	06/26/2015	PRINTED	000158 GULF COUNTY SHERIFFS			204,479.22
106409	06/26/2015	PRINTED	000172 NORTHWEST REGIONAL LIBRAR			15,032.50
106410	06/26/2015	PRINTED	000181 CITY OF PORT ST JOE			4,575.75
106411	06/26/2015	PRINTED	000183 QUILL CORPORATION			199.00
106412	06/26/2015	PRINTED	000186 DAVID RICH'S IGA WEWA			65.01
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106414	06/26/2015	PRINTED	000186 DAVID RICH'S IGA WEWA			17.80
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106417	06/26/2015	PRINTED	000189 ST JOE AUTO PARTS			19.98
106418	06/26/2015	PRINTED	000190 ST JOE HARDWARE			1,026.65
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106420	06/26/2015	PRINTED	000190 ST JOE HARDWARE			23.47
106421	06/26/2015	PRINTED	000194 ST JOE NATURAL GAS CO			168.95
106422	06/26/2015	PRINTED	000215 WALLACE PUMP & SUPPLY			790.80
106423	06/26/2015	PRINTED	000222 CITY OF WEWAHITCHKA			3,632.26
106424	06/26/2015	PRINTED	000251 ROWLAND'S WELDING &			9.28
106425	06/26/2015	PRINTED	000312 THE WATER SPIGOT			90.00



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CHECK #	CHECK DATE	CHECK TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
106426	06/26/2015	PRINTED	000478 STEEL CITY INC.	627.10			
106427	06/26/2015	VOID	000482 PAUL GANT'S BARBEQUE	.00			
106428	06/26/2015	PRINTED	000495 THOMPSON TRACTOR CO.	957.87			
106429	06/26/2015	PRINTED	000537 CARPET COUNTRY	45.45			
106430	06/26/2015	PRINTED	000561 KONE INC.	353.28			
106431	06/26/2015	PRINTED	000726 LIFE MANAGEMENT CENTER	1,692.90			
106432	06/26/2015	PRINTED	000839 GULF CO. TRANSPORTATION	1,539.50			
106433	06/26/2015	PRINTED	000894 ST JOE RENT ALL INC.	2,242.98			
106434	06/26/2015	PRINTED	000949 SAM'S CLUB DIRECT	155.00			
106435	06/26/2015	PRINTED	001002 FISHERS BUILDING SUPPLY	89.92			
106436	06/26/2015	PRINTED	001106 LEAF	185.17			
106437	06/26/2015	PRINTED	001141 CULLIGAN	69.70			
106438	06/26/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	1,876.14			
106439	06/26/2015	PRINTED	001318 MIZE PLUMBING, GLASS AND	82.32			
106440	06/26/2015	VOID	001401 *** NOT FOUND	71.09			
106441	06/26/2015	PRINTED	001429 LEROY HILL COFFEE COMPANY	122.14			
106442	06/26/2015	PRINTED	001533 WASHINGTON IMPROVEMENT	1,500.00			
106443	06/26/2015	PRINTED	001604 MARSHALL NELSON	15.00			
106444	06/26/2015	PRINTED	001643 BAYSIDE LUMBER & BUILDING	453.59			
106445	06/26/2015	PRINTED	001648 HARRIS BUSINESS MACHINES	46.89			
106446	06/26/2015	PRINTED	001648 HARRIS BUSINESS MACHINES	219.15			
106447	06/26/2015	PRINTED	001731 HAROLDS AUTO PARTS	1,037.66			
106448	06/26/2015	PRINTED	001731 HAROLDS AUTO PARTS	81.76			
106449	06/26/2015	PRINTED	001731 HAROLDS AUTO PARTS	39.12			
106450	06/26/2015	PRINTED	001731 HAROLDS AUTO PARTS	257.16			
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106452	06/26/2015	PRINTED	001887 TIGER DIRECT	2,673.96			
106453	06/26/2015	PRINTED	002029 DUREN'S PIGGLY WIGGLY	72.66			
106454	06/26/2015	PRINTED	002029 DUREN'S PIGGLY WIGGLY	68.93			
106455	06/26/2015	VOID	002198 LAURA TAYLOR	220.93			
106456	06/26/2015	PRINTED	002258 MARIANNA AUTO PARTS	339.24			
106457	06/26/2015	PRINTED	002455 DONNIE'S TOTAL PRIDE PEST	170.00			
106458	06/26/2015	PRINTED	002638 G & C SUPPLY CO., INC.	581.00			
106459	06/26/2015	PRINTED	003017 BO KNOWS PEST CONTROL	130.00			
106460	06/26/2015	PRINTED	003433 SHIRLEY JENKINS	1,972.88			
106461	06/26/2015	PRINTED	003758 PUBLIC SAFETY CENTER, INC	407.74			
106462	06/26/2015	PRINTED	003805 SEAHORSE WATER SAFARIS L	1,280.00			
106463	06/26/2015	PRINTED	003928 BUREAU OF ELEVATOR SAFETY	75.00			
106464	06/26/2015	PRINTED	004160 UNIFIRST CORPORATION	267.00			
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106466	06/26/2015	VOID	004249 STATE OF FLORIDA	.00			
106467	06/26/2015	PRINTED	004249 STATE OF FLORIDA	1,920.31			
106468	06/26/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	1,360.65			
106469	06/26/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	1,071.64			
106470	06/26/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	344.91			
106471	06/26/2015	PRINTED	004559 SUWANNEE RIVER SUPPLY, IN	1,235.75			
106472	06/26/2015	PRINTED	004649 INFO STATION	910.00			
106473	06/26/2015	PRINTED	004659 REBECCA L. NORRIS	735.12			
106474	06/26/2015	PRINTED	004659 REBECCA L. NORRIS	135.01			
106475	06/26/2015	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	3,526.58			
106476	06/26/2015	PRINTED	004964 NEECE TIRE & AUTO SERVICE	1,724.31			
106477	06/26/2015	PRINTED	005097 RUMBERGER, KIRK & CALDWEL	280.75			



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106478	06/26/2015	PRINTED	005115 CATHY CONSTRUCTION & DEV	22,319.78		
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106480	06/26/2015	PRINTED	005230 SHERWIN-WILLIAMS	84.12		
106481	06/26/2015	PRINTED	005231 PENSACOLA RADIOLOGY	37.00		
106482	06/26/2015	PRINTED	005261 SYSCO-GULF COAST	7,544.88		
106483	06/26/2015	PRINTED	005264 FAIRPOINT COMMUNICATIONS	728.25		
106484	06/26/2015	PRINTED	005282 UPS	143.37		
106485	06/26/2015	PRINTED	005317 AUTO-CHLOR SERVICES, LLC	277.25		
106486	06/26/2015	PRINTED	005382 GULF COAST CHILDREN'S ADV	175.00		
106487	06/26/2015	PRINTED	005429 GULF STATE CHEMICAL & WE	306.60		
106488	06/26/2015	PRINTED	005429 GULF STATE CHEMICAL & WE	128.00		
106489	06/26/2015	PRINTED	005445 EMS CONSULTANTS, LTD	5,636.06		
106490	06/26/2015	PRINTED	005594 EMERGENCY MEDICAL PRODUCT	206.19		
106491	06/26/2015	PRINTED	005614 RELIABLE COPY PRODUCTS	88.33		
106492	06/26/2015	PRINTED	005640 BAINBRIDGE ELECTRIC SUPPL	247.52		
106493	06/26/2015	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	551.35		
106494	06/26/2015	PRINTED	005780 PANAMA ALTERNATOR & START	98.50		
106495	06/26/2015	PRINTED	005809 DOLLAR GENERAL CHARGE SAL	59.75		
106496	06/26/2015	PRINTED	005871 NO WORRIES VACATION RENTA	5,351.10		
106497	06/26/2015	PRINTED	005884 FINE LINES PLUS, INC	225.00		
106498	06/26/2015	PRINTED	005936 XEROX CORPORATION	132.85		
106499	06/26/2015	PRINTED	005976 SNIFFEN & SPELLMAN, P.A.	2,868.31		
106500	06/26/2015	PRINTED	006000 FIRE PROGRAMS	570.00		
106501	06/26/2015	PRINTED	006177 APPLE TIME, INC.	152.79		
106502	06/26/2015	PRINTED	006180 RENTAL, LLC	76.49		
106503	06/26/2015	PRINTED	006181 SANDY'S STITCHES	58.50		
106504	06/26/2015	VOID	006236 ONE WAY FITNESS CENTER	.00		
106505	06/26/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	77.25		
106506	06/26/2015	PRINTED	006330 INDEPENDENT HEALTH SERVIC	411.92		
106507	06/26/2015	PRINTED	006330 INDEPENDENT HEALTH SERVIC	450.23		
106508	06/26/2015	PRINTED	006341 WEWA OUTDOORS & PAWN LLC	24.00		
106509	06/26/2015	PRINTED	006376 MICHAEL NELSON	85.33		
106510	06/26/2015	PRINTED	006388 RIVER BEND FORD INC	41,150.16		
106511	06/26/2015	PRINTED	006404 CLASSIC COASTAL CONSTRUCT	71,877.10		
106512	06/26/2015	PRINTED	006421 CARDNO, INC	19,094.50		
106513	06/26/2015	PRINTED	006434 MARIAH MEDIA NETWORK, LLC	140.00		
106514	06/26/2015	PRINTED	006469 GREGORY WALSHINGHAM	250.00		
106515	06/26/2015	PRINTED	006479 DENNIS BARFIELD II	320.00		
106516	06/26/2015	PRINTED	006492 ALICIA EARLE RENNER	2,500.00		
106517	06/26/2015	PRINTED	006493 JOHNATHON ROBERT GRAHAM	320.00		
106518	06/26/2015	PRINTED	006494 PAUL ROHRS	850.00		
106519	06/26/2015	PRINTED	006495 PRESNELL'S R.V. RESORT &	425.00		
106520	06/26/2015	PRINTED	000482 PAUL GANT'S BARBEQUE	352.00		
106521	06/26/2015	PRINTED	004249 STATE OF FLORIDA	1,368.69		
106522	06/30/2015	PRINTED	006236 ONE WAY FITNESS CENTER	1,312.50		
106523	06/30/2015	PRINTED	000183 QUILL CORPORATION	323.60		
106524	06/30/2015	PRINTED	003882 PORTLAND LUMBER YARD	10,107.00		
106525	06/30/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	178.86		
106526	06/30/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	318.56		
106527	06/30/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	19,143.94		
106528	06/30/2015	PRINTED	004959 BENJAMIN GUTHRIE	313.91		



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311 CHECKS CASH ACCOUNT TOTAL 3,812,918.61

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311 CHECKS FINAL TOTAL 3,812,918.61 .00

** END OF REPORT - Generated by Sherry Herring **

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@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: DON BUTLER, COUNTY ADMINISTRATOR *DB*

DATE: JULY 15, 2015

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN PREBLE-RISH, INC.
AND GULF COUNTY

Recommendation to the board is to approve the attached Professional Engineering Services agreement for the 2015 County Road Bond Paving Project.

Thank you.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:17

CONSENT
DATE: 7/28/15 LL



PREBLE-RISH INC

July 6, 2015

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

**RE: 2015 County Road Bond Paving Project
Preble-Rish Project No. 003.269**

Dear Mr. Butler:

Please find enclosed a Professional Services Agreement and detailed Task Order titled Exhibit A for your review and approval.

We appreciate the opportunity to provide engineering services for Gulf County. Should you have any questions or need additional information, please contact me at 850.227.7200 or by email at smallwoodc@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.

Clay Smallwood, P.E.
Project Manager

K:\003 269 2015 Road Bond\Proposal\070615 D Butler.doc

324 MARINA DRIVE, PORT ST. JOE, FL 32456 P (850) 227-7200 F (850) 227-7215

PANAMA CITY • SANTA ROSA BEACH • BLOUNTSTOWN
FT. WALTON BEACH • FREEPORT • MONTICELLO • QUINCY • CRAWFORDVILLE • TALLAHASSEE
LAKE CITY • MARIANNA • PENSACOLA • DAPHNE, AL • PÉTION-VILLE, HAÏTI



PREBLE-RISH INC

A PROFESSIONAL SERVICES AGREEMENT (PSA)

between

GULF COUNTY

and

PREBLE-RISH, INC.

This Agreement is entered into this _____ day of _____, 2015, between GULF COUNTY, known hereinafter as "CLIENT" or "AGENCY", and PREBLE-RISH, INC., referred to hereinafter as "PRI" or "CONSULTANT", a Florida corporation.

This Agreement defines the terms under which PRI shall provide professional services to CLIENT.

SCOPE OF SERVICES

Specific to this Agreement, PRI shall provide professional services for the 2015 County Road Bond Paving Project and a detailed task order as described in the attached Exhibit A.

PROJECTS AND COMPENSATION

This project is a lump sum project consisting of one (1) Task Order. The CLIENT must approve the Task Orders in writing before PRI provides any compensable service on that Task Order.

This Agreement provides for three ways for the CLIENT and PRI to accomplish changes and/or other specific tasks.

These are:

1. LUMP SUM

If the scope of the work of a specific task can be determined with reasonable certainty, the CLIENT and PRI may negotiate a fixed, lump sum fee. The scope of the work and the negotiated fee shall be reduced to writing and signed by both parties.

2. HOURLY FEES

Work may be accomplished using the hourly rates listed below applied to the actual man-hours that are required to accomplish the assigned task, plus direct expenses.

324 Marina Drive, Port St. Joe, FL 32456, P (850) 227-7200

Panama City | Port St. Joe | Santa Rosa Beach | Ft. Walton Beach
 Freeport | Monticello | Quincy | Crawfordville | Tallahassee
 Lake City | Marianna | Pensacola | Daphne, AL | Pétion-Ville, Haiti

POSITION	BILLING RATE
President / Senior Project Manager	\$175.00
Firm Principle / Sr. Vice President / Senior Project Manager	\$175.00
Regional Manager	\$145.00
Senior Project Manager	\$135.00
Project Manager IV	\$125.00
Project Manager III	\$120.00
Project Manager II	\$115.00
Project Manager I	\$110.00
Project Engineer III	\$105.00
Project Engineer II	\$ 85.00
Project Engineer I	\$ 75.00
Senior Engineering Technician	\$ 95.00
Senior Engineering Cadd Technician	\$ 80.00
Engineering Technician I	\$ 75.00
Environmental Manager	\$ 75.00
Senior Inspector	\$ 55.00
Inspector	\$ 50.00
Senior Cadd Technician	\$ 75.00
Cadd Technician	\$ 70.00
Senior Professional Surveyor	\$130.00
Professional Surveyor	\$115.00
Survey Crew	\$110.00
Field Crew Supervisor	\$ 75.00
Project Coordinator / Business Development Manager	\$ 75.00
Business Development Manager	\$ 70.00
Executive Administrative Assistant	\$ 70.00
Administrative	\$ 45.00

3. OTHER

Any other method that is mutually agreeable.

If a task is assigned to PRI by competent authority of the CLIENT, and no method is specified or otherwise agreed to, the Hourly Fees method above shall be used.

The fee to be paid by the CLIENT to PRI for services described herein will be for a Lump Sum fee as detailed in the attached Task Orders.

The Schedule of Hourly Fees may be modified from time to time with the approval of the CLIENT.

PAYMENT

PRI shall submit monthly invoices to CLIENT based on a percentage of completion. Invoice(s) shall be submitted on or before the fifteenth (15th) day of the month and shall itemize the activities (and Direct Expenses, if appropriate) for the prior month. CLIENT shall expeditiously review the invoice(s).

SUBCONSULTANTS

When the nature of the work shall suggest or dictate that PRI secure the services of others (i.e., subconsultants), the use of subconsultants, the purpose and nature of the subconsultant services provided shall be approved by CLIENT.

PRI provides this service as a convenience to the client and will not accept any liability on the part of the subconsultant.

CLIENT retains the prerogative to retain subconsultants directly. When CLIENT chooses to retain subconsultants directly, CLIENT shall coordinate their efforts and shall be responsible to PRI for the results of the subconsultants' activities.

TERM OF AGREEMENT

This Agreement shall be for such term as CLIENT and PRI shall mutually desire. Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days notice, in writing, of a desire to terminate. PRI shall be paid for work completed at that time.

CLIENT'S RESPONSIBILITY

CLIENT shall provide full information regarding requirements of projects and PRI shall be entitled to rely on the accuracy of completeness of such information.

CLIENT shall furnish information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the services.

CLIENT shall pay all invoices in a timely manner as stated herein.

PRI'S RESPONSIBILITY

1. STANDARD OF CARE

The applicable standard of care will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

2. COST OPINIONS

Any cost opinions or Project economic evaluations provided by PRI will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, PRI cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

3. LIMITATION OF LIABILITY

To the maximum extent permitted by law, PRI's liability for CLIENT's damages will not exceed 50% of the compensation received by PRI under this agreement.

4. INTERPRETATION

The limitations of liability and indemnities will apply whether PRI's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory; or any other causes of action. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

5. CLIENT CONFIDENTIALITY

PRI shall not discuss CLIENT's business outside of PRI's firm without prior approval or direction from the client.

6. PERMITTING

PRI shall not be responsible for the action of permitting agencies or authorities.

HOLD HARMLESS

PRI shall hold CLIENT harmless against all claims, damages, losses and expenses,

including, but not limited to, direct, indirect or consequential damages and attorney's fees, of whatever nature arising out of PRI's negligence in the performance of work under this Agreement.

CLIENT shall likewise hold PRI harmless against all claims, damages, losses and expenses, except for those arising out of PRI's negligence, including, but not limited to, direct, indirect or consequential damages and attorney's fees, of whatever nature arising out of CLIENT's activities under this Agreement.

MODIFICATION OF AGREEMENT

Modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties.

ELIGIBILITY

PRI certifies that it is eligible to receive State and Federally funded contracts. PRI also certifies that no party which is ineligible for such work will be subcontracted to perform any services under this Agreement.

DIGITAL FILES

PRI owns the copyrights to all engineering based digital files and those files will not be released to the CLIENT without the consent of a Principal of PRI. PRI also owns the copyrights to all control data for all surveys. A digital file of a survey with no control points may be provided to the CLIENT if requested. A survey with all data points will be provided to the CLIENT if a Principal of PRI approves.

FEDERAL STATUTORY REQUIREMENTS

PRI and CLIENT shall comply with all applicable Local, State and Federal provisions required by each project.

GENERAL PROVISIONS

1. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue of any dispute hereunder shall lie in the Circuit Court, Second Judicial Circuit, in and for Gulf County, Florida, or if the amount in controversy be less, in the County Court for Gulf County, Florida.

2. ATTORNEYS FEES

In the event a lawsuit is brought by PRI to enforce any provision or right under this Agreement, including collection of fees, and PRI is the prevailing party, the client agrees to pay to PRI all costs and expenses, including but not limited to, reasonable attorneys fees incurred by PRI in connection with the litigation to the extent allowed by law.

3. RELATIONSHIP OF PARTIES

PRI is an independent contractor with respect to the services performed herein. Nothing contained herein shall be deemed to create the relationship of partner principal or joint venture between the Parties. PRI has no right or authority, under this Agreement, to incur obligations of any kind in the name of or for the account of CLIENT, nor to commit or bind CLIENT to any contract or other obligations.

4. WAIVER

Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless made in writing.

5. SEVERABILITY

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

6. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the consent of both parties.

7. ENTIRE AGREEMENT AND AMENDMENTS

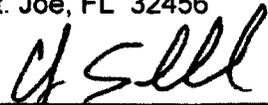
This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

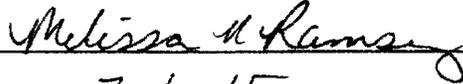
PREBLE-RISH, INC.

Address for Correspondence:

324 Marina Drive
Port St. Joe, FL 32456

By: 

Name and Title: Clay Smallwood, P.E.

Witnessed: 

Date: 7-6-15

GULF COUNTY

Address for Correspondence:

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

By: _____

Name and Title: Ward McDaniel, Chairman

Witnessed: _____

Date: _____

EXHIBIT A
2015 COUNTY ROAD BOND PAVING PROJECT
TASK ORDER
PROFESSIONAL ENGINEERING SERVICES
For GULF COUNTY

JULY 2015

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the 2015 County Road Bond Paving Project for Gulf County (COUNTY) acting by and through its Commission.

SCOPE OF SERVICES

A. SURVEYING (NEW CONSTRUCTION ONLY)

1. Topographic survey of right-of-way within the length of the project.
2. Locate existing cross drains, side drains, and structures.
3. Locate existing above ground utilities
4. Locate sanitary sewer manhole tops, inverts, & pipe sizes (Long Avenue only)
5. Locate existing wetland lines within right-of-way as needed for permitting.
6. Locate existing driveway, mailboxes, signs, etc. as needed for design

B. DESIGN

1. Obtain necessary geotechnical information as needed for roadway design.
2. Prepare necessary drainage calculations to verify adequate capacity of existing drains.
3. Prepare signing and pavement marking plans.
4. Perform video inspection and analysis for the gravity sewer lines along Long Avenue.
5. Prepare and submit permit applications for necessary environmental permitting.
6. Prepare and submit responses to all Requests for Additional Information from regulatory staff.
7. Prepare construction plans, details, sections, and specifications necessary for bidding including utility improvements (water & sewer) along Long Avenue.
8. Submit 100% plans and specification to County for final approval.
9. Assist the County in advertising the construction project by distributing the Contract Documents to interested bidders, maintain a list of plan holders, and issue Addendums if necessary.

C. CONSTRUCTION ENGINEERING/INSPECTION

1. Review bids and make recommendation of award.
2. Attend progress meetings as necessary at the project site with the project team including Contractor, County, and PRI Staff.
3. Provide periodic onsite construction observation services from Notice to Proceed to Final Completion.
4. Provide site visit reports including photographs documenting PRI's observations.
5. Review and approve or take other appropriate action in respect to Shop Drawings, Samples, and other data which the Contractor is required to submit for conformance with the information given in the Contract Documents.
6. Review and approve Contractor's monthly pay requests.
7. Conduct a site visit and generate a punch list to determine if the Work is substantially complete and conduct a final site visit to determine if the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list.

D. PROFESSIONAL SERVICE FEES

- | | |
|---|---------------------------|
| 1. Resurfacing: | 5.0% of Construction Cost |
| 2. New Construction (including Long Ave): | 8.5% of Construction Cost |
| 3. Construction Engineering/Inspection: | 4.0% of Construction Cost |

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

GULF COUNTY, FLORIDA

Address for Correspondence

Address for Correspondence

324 Marina Drive

1000 Cecil G. Costin, Sr. Blvd

Port St. Joe, FL 32456

Port St. Joe, Florida 32456

By: *Clay Smallwood*

By: _____

Name and Title: Clay Smallwood, P.E.

Name and Title: Ward McDaniel, Chairman

Witnessed: *Melissa McRaney*

Witnessed: _____

Date: 7-6-15

Date: _____

From the Desk of Commission Chairman Ward McDaniel, District II

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106

FAX (850) 229-9252 • EMAIL: bocc@gulfcountry-fl.gov
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M., E.T.

Memorandum

To: Board of County Commissioners
County Administration
Gulf County Commission 7/28/15 Consent Agenda
From: Chairman Ward McDaniel
Date: 7/20/2015
Re: Appointments to the Gulf County Value Adjustment Board

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:15

Pursuant to Florida Administrative Code Chapter 12D and Florida Statute Chapter 194 as well as the Gulf County Board of Commissioners policy please be advised and accept the following appointments to the Gulf County Value Adjustment Board:

- County Commission Appointment #1 : Ward McDaniel, District II
- County Commission Appointment #1 : Sandy Quinn, District IV
- At large community appointment : Eugene Raffield

CONSENT
DATE 7/28/15 LL



MEMO

TO: BOARD OF COUNTY COMMISSIONERS
FROM: INSURANCE COMMITTEE *DB*
RE: HEALTH/DENTAL/VISION RECOMMENDATIONS FOR FY2015-2016

The Insurance Committee met on Tuesday, June 30th to review the Health Renewal with the PRM HealthTrust, Dental Bids (RFP 1415-20), and compare Vision Plans between our current carrier Humana and the plans offered through the PRM Health Trust. These are our recommendations.

Health Insurance:

No change in plan design
Rate increase of 6.26%
No increase for the board since they contribute a flat amount towards the monthly premiums (\$500 individual/\$800 dependent)

→ **Dental Insurance:**

9 companies responded – narrowed down to top 3
FCL – our current carrier
Assurant
PRM HealthTrust (also through FCL)
Committee recommendation is that we stay with current carrier at the \$1,000 coverage level
Rate increase of 7% - (overall anticipated increase for the board will be approximately \$2,778.36)
Allow the employee the option to “buy up” to the \$2,000 coverage level – employee pays difference in premium

Vision Insurance: (100% employee paid)

Current carrier is Humana – no rate change
PRM HealthTrust currently offering two plans, NVA and VSP Signature Vision Plans
Committee recommendation is that we go with the NVA Vision Plan through PRM HealthTrust due to lower cost and the fact that it includes the Walmart/Sam’s network which many employees have repeatedly asked for.

15 JUL 22 PM 6:15
CLERK OF DIST COURT
LEGAL SERVICES
CLERK OF DIST COURT

CONSENT
DATE 7/23/15 52 *HS*

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: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: DON BUTLER, COUNTY ADMINISTRATOR *LB*
SUBJECT: RFP #1415-24 (COMMUNICATION TOWER REPAIRS)
DATE: JULY 22, 2015

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:14

Recommendation to the board is to award the "Communication Tower Repair" project to the low bidder (Tower Construction & Technical Services, Inc.) for the bid price of \$14,183.18.

Gulf County received six (6) proposals pursuant to the request with the following rates:

Tower Construction & Technical Services, Inc.	\$14,183.18
Deep South Communications	\$14,695.00
Yankee Microwave	\$17,254.00
Tower Systems South	\$17,621.83
Allstate Tower	\$19,854.00
Expert Construction Managers	\$41,000.00

CONSENT
DATE: 7/28/15 LL

**Budget Amendment
#9**

Amend the FY2014-2015 Budget for General Fund and Public Works Fund. The following expenditures were not included in the adopted budget and are requesting budget amendments to move the funding from Reserves. Facility Maintenance purchased supplies, equipment and services required to provide the Sheriff's Office with a network room that would meet their compliance requirements in the amount of \$4,182.

General Fund

		Budget	Increase	Decrease	Amended Budget
<i>Transfers Out:</i>					
21181-92000	Intra-Fund Transfers Out	\$2,835,751	\$4,182	\$0	\$2,839,933
<i>Reserves:</i>					
99984-95002	Reserve for Infrastructure Fund	\$144,348	\$0	\$4,182	\$140,166

Public Works Fund

		Budget	Increase	Decrease	Amended Budget
<i>Transfers In:</i>					
104381-92000	Intra-Fund Transfers In	\$3,035,751	\$4,182	\$0	\$3,039,933
<i>Facility Maintenance-Gen Gov:</i>					
28151911-34000	Other Services	\$2,100	\$1,325	\$0	\$3,425
28151911-46100	Repair & Maint: Bldg/Grnds	\$10,214	\$217	\$0	\$10,431
28151911-52000	Operating Supplies	\$7,000	\$755	\$0	\$7,755
28151911-64000	Equipment	\$7,700	\$1,885	\$0	\$9,585

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 28th day of July, 2015.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 5:52

54
CONSENT
DATE 7/28/15 LL

Date of Issuance: 15 JUL 22 PM 3:15 Effective Date: _____
 Owner: **Gulf County Board of County Commissioners** Owner's Contract No.: **FPID No. 431389-1-58-01**
 Contractor: **Roberts & Roberts, Inc.** Contractor's Project No.: _____
 Engineer: **Preble-Rish, Inc.** Engineer's Project No.: **003.265**
 Project: **2014 JARROTT DANIELS ROAD SCOP PROJECT** Contract Name: _____

The Contract is modified as follows upon execution of this Change Order to remain within the limits of the SCOP grant:

Description: Delete (1) Delete Thermoplastic Striping (\$106,499.90)
 (2) Delete 33,696 SY of Sod (\$62,337.65)
 (3) Add Painted Edge Stripe \$7,150.00
 Total deduct (\$161,687.55)

Attachments: Schedule of Values

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,299,006.55</u>	Original Contract Times: Substantial Completion: <u>210</u> Ready for Final Payment: <u>240</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>3,299,006.55</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>210</u> Ready for Final Payment: <u>240</u> days
Decrease of this Change Order: \$ <u>161,687.55</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>3,137,319.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>210</u> Ready for Final Payment: <u>240</u> days

By: <u><i>[Signature]</i></u> Engineer (if required) Title: <u>PROJ MANAGER</u> Date: <u>7/8/15</u>	RECOMMENDED:	By: _____ Owner (Authorized Signature) Title _____ Date _____	ACCEPTED:	By: <u><i>[Signature]</i></u> Contractor (Authorized Signature) Title: <u>VICE PRES</u> Date: <u>07/08/15</u>	ACCEPTED:
--	--------------	--	-----------	--	-----------

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: MICHELLE CHILDS, EDC & GRANTS
DATE: JULY 28, 2015
SUBJECT: REQUESTING PERMISSION TO APPLY FOR FRDAP GRANTS

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:14

The grant cycle is opening up early August to apply for two grants through the Florida Recreation Development Assistance Program (FRDAP). Requesting permission to apply for two grants for Honeyville Park and Dead Lakes Park.



MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MICHELLE CHILDS, EDC & GRANTS

DATE: JULY 28, 2015

SUBJECT: EXTENDING STUMPHOLE GRANT CONTRACT

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:14

Requesting approval to extend the following grant contract in order to complete and satisfy all requirements:

- HMGP Stumphole Revetment set to expire July 31, 2015, requesting new expiration date of December 31, 2015. (FEMA 4068-15-R)

CONSENT
DATE: 7/28/15 4



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

DATE: July 14, 2015

SUBJECT: FY 15-16 EMERGENCY MANAGEMENT PREPAREDNESS
GRANT (EMPG)
AGREEMENT # 16-FG-5A-02-33-01-089
MODIFICATION #1
GULF COUNTY

By this memo we are requesting board approval of Modification #1 to Gulf County's FY15-16 Emergency Management Preparedness Grant (EMPG) (Agreement #16-FG-5A-02-33-01-089). The modification removes some of the language ("Attend the Private Sector Summit OR the Rural County Summit" pg. 25) as a requirement attachment C, Program Goals.

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

Attachment

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

15 JUL 22 PM 3:18

CONSENT
DATE 7/22/15 HS

Contract Number: 16-FG-5A-02-33-01-089

MODIFICATION # 1 TO SUBGRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and Gulf County ("the Recipient") to modify the Division's Contract Number 16-FG-5A-02-33-01-089, dated July 7, 2015 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a sub grant of \$54,765.00 to Recipient;

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending the Program Goals, Attachment C.

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

1. Program Goals, Attachment C to this Agreement, is hereby deleted in its entirety, and the Revised Attachment C to this Modification, which is attached hereto and incorporated herein by reference, is substituted in its place and stead.
2. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates set out below.

RECIPIENT: GULF COUNTY

BY: _____

NAME & TITLE: _____

DATE: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

BY: _____
Bryan Koon, Director

DATE: _____

Revised Attachment C

Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016)
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2015 – June 30, 2016) **MUST** provide the following items. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>
 - At least one County Emergency Management employee should participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
3. **National Incident Management System (NIMS)** - The Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).
4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Contract Number:16-FG~~SA~~-02-33-01-089

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2015 and end June 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

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

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

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program

costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, and in the event that the Recipient expends \$750,000 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 2 C.F.R. Part 200. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in 2 C.F.R. Part 200.

If the Recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and required by subparagraph (d) above, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

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

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

And to any other Federal agencies and pass-through entities in accordance with 2 C.F.R. Part 200.

(f) Pursuant to 2 C.F.R. Part 200 and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with 2 C.F.R. Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

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

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

(7) REPORTS

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

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

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

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

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: 850-922-1637
 Fax: 850-488-7842
 Email: teresa.warner@em.myflorida.com

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

Marshall Nelson
 1000 Cecil G Costin Sr Blvd
 Bldg 500
 Port St. Joe, FL 32456
 Telephone 850-229-9110
 Fax_850-229-9115
 Email: mnelson@gulfcounty-fl.gov

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Goals

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Special Conditions

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations
 Attachment I – Certification Regarding Debarment
 Attachment J – Statement of Assurances
 Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$54,765.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal 2 C.F.R. Part 200 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable in 2 C.F.R. Part 200. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

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

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

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

Any requests received after **July 31, 2016**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

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

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

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

RECIPIENT:
GULF COUNTY

By: 
Name and title: Ward McDaniel, Chairman
Date: June 9, 2015
FID# 59-6000627
DUNS # 032202264

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: 
Name and Title: Bryan Koen, Director
Date: 7/7/15

EXHIBIT – 1

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

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

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042

Award amount: \$ 54,765.00

FAIN # _____

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

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

44 CFR, Part 302

48 CFR, Part 31

2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2015 Emergency Management Performance Grants Program.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, **Fiscal Year 2015 Emergency Management Performance Grants Program** and programs that are consistent with Title 44, 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation under this award.

FY 2015 – Emergency Management Performance Grants Program	GULF COUNTY	Organizational Expenditures	54,765.00
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (no greater than 5%)	

Attachment B

Scope of Work

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Program Funding Opportunity Announcement (FOA). Eligible activities are outlined below in the Categories and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

The minimum acceptable standard for payment is to maintain a 24-7 operation. This includes any service related to the "Categories and Eligible Activities" listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

By signing this Agreement the Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Monitoring: Monitoring will be accomplished through desk-based review, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Piggy-backing: The practice of procurement by one agency using the agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may at its discretion require solicitation documents and responses.

I. Categories and Eligible Activities

The 2015 Emergency Management Performance Grants (EMPG) Program Guidance allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

A. Organization

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, **staffing, and other day-to-day activities in support of emergency management.**

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2015 EMPG Program funds. These costs must comply with 2 C.F.R. Part 200.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or

decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

The Staffing Detail and Exercise Detail Form (Form 3) are due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the completion of required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Other Personal/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review.
- Fixed Capital Outlay
 - Major repairs to the County Emergency Operations Center
 - Central Heat/Air
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

B. Planning

Planning spans across the five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and

establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2015 EMPG Program funds may be used to develop or enhance emergency management planning activities. Eligible "Planning" activities include, but not limited to:

- Providing input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

C. Training

The number of participants must be adequate for each training session. Unless the recipient receives advance written approval from FDEM for the number of participants, the Division will reduce the amount authorized for reimbursement or a pro-rata basis for or deny the entire reimbursement. ***A request must be submitted and approved by DEM no later than 25 days prior to the training session.***

FY 2015 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities shall align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

To ensure the professional development of the emergency management workforce, the grantee must continually assess the capabilities of staff through the implementation of the MYTEP.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- *Certification/Recertification of Instructors.* Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

EMPG Program funds used for training shall support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

D. Exercises

Exercises have essential capability for Emergency Management to be able to respond to emergencies.

All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment C, #2)

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct and Evaluate an Exercise.* This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the

awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- *Implementation of HSEEP.* This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- *Other Items.* These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If food/water is a requirement for an event, a request must be submitted no later than 25 days prior to the event. All requests must be approved prior to the event in the following format:

Exercise Title:
 Location:
 Exercise Date:
 Exercise Schedule:
 Estimated Number of Participants that will be fed:
 Estimated Cost for food/water:
 Description of the Exercise:

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In

addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Performance Grant (EMPG) Base Grant expenditures. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

II. Management and Administration (M&A)

M&A is a function of the "Categories and Eligible Activities" (A-E) above. These activities are defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

III. Environmental and Historic Preservation (EHP)

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to request FY 2015 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>.

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; tabletop exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below*

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

IV. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

V. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities

- **Activities unrelated to the completion and implementation of the EMPG Program**

In general, recipients should consult with their contact manager, who will coordinate with the FEMA Regional Program Analyst prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment C

Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016);
 - Attend the Private Sector Summit OR the Rural County Summit

2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2015 – June 30, 2016) **MUST** provide the following items. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>
 - At least one County Emergency Management employee should participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient

3. **National Incident Management System (NIMS)** - The Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than **December 1st**. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Attachment D

Deliverables

Emergency Management Performance Grants Program Guidance, FY2015 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

A. Organization Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual eligible costs associated with staffing, and other day-to-day activities (listed in SOW, under "Eligible Items for Expenses") in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs.

To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

B. Planning Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of successfully completing planning activities consistent with guidelines contained in the 2015 EMPG FOA. Program funds may be used to develop or enhance emergency management planning activities. Only the approved planning activities outlined below are eligible for reimbursement, however, any other planning activities MUST have prior approval from DEM to be eligible under this agreement. Approved planning activities include: provide input for data collection in THIRA development; Development of an all-hazards mitigation plan based on identified risks and hazards; Emergency Management/Operation Plans; Communications Plans; Continuity/Administrative Plans; Whole Community engagement/planning; Resource management planning; Evacuation planning; Pre-disaster and post-disaster Recovery planning; F/ERO Credentialing and Validation; and MYTEP.

C. Training Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for all actual cost of successfully completing training activities consistent with guidelines contained in the 2015 EMPG FOA. Only the approved training venues outlined below are eligible for reimbursement, however, any other training venues MUST have prior approval from DEM to be eligible under this agreement. Approved training venues are: Florida Governor's Hurricane Conference; National Hurricane Conference; Florida Emergency Preparedness Association Annual Meeting; Florida Emergency Preparedness Association Mid Year Work Session; and Professional Development Conferences.

D. Exercises Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing exercise activities consistent with guidelines contained in the 2015 EMPG FOA. Only exercises outlined in the County MYTEP are eligible for reimbursement; any other exercise MUST have prior approval from DEM to be eligible under this agreement.

E. Equipment Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of purchasing an item identified on the Authorized Equipment List (AEL) list from the selected categories below. Allowable equipment categories for the EMPG Program are listed on the web-based version of the AEL on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Financial Consequence

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does NOT complete the activities, the Division will withhold 5% of the amount requested in the Quarterly Financial Report.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts and canceled checks (or general ledger) for proof of payment. AEL# for each purchase (if applicable).
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - If cancelled checks are NOT available, copies of the general ledger MUST be provided.

- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- E. The final close-out report is due sixty days after termination of this Agreement.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division shall withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR Part 42, Subparts C,D,E, and G
- 13) 28 CFR applicable to grants and cooperative agreements
- 14) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 15) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 16) Title VI of the Civil Rights Act of 1964, as amended;
- 17) Section 504 of the Rehabilitation Act of 1973, as amended;
- 18) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 19) Title IX of the Education Amendments of 1972;
- 20) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards
- 27) To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200
shall apply

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. Cost Principles

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2015 Emergency Management Performance Grants Funding Opportunity Announcement.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

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

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

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct.

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

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 7:00 a.m. - 5:30 p.m. est Mon-Thurs

Licensing and Permitting

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

Attachment I



Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

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

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

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

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

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

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

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

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



MEMO

TO: BOARD OF COUNTY COMMISSIONERS

FROM: INSURANCE COMMITTEE *BS*

RE: HEALTH/DENTAL/VISION RECOMMENDATIONS FOR FY2015-2016

The Insurance Committee met on Tuesday, June 30th to review the Health Renewal with the PRM HealthTrust, Dental Bids (RFP 1415-20), and compare Vision Plans between our current carrier Humana and the plans offered through the PRM Health Trust. These are our recommendations.

➔ **Health Insurance:**
 No change in plan design
 Rate increase of 6.26%
 No increase for the board since they contribute a flat amount towards the monthly premiums (\$500 individual/\$800 dependent)

Dental Insurance:
 9 companies responded – narrowed down to top 3
 FCL – our current carrier
 Assurant
 PRM HealthTrust (also through FCL)
 Committee recommendation is that we stay with current carrier at the \$1,000 coverage level
 Rate increase of 7% - (overall anticipated increase for the board will be approximately \$\$2,778.36)
 Allow the employee the option to “buy up” to the \$2,000 coverage level – employee pays difference in premium

Vision Insurance: (100% employee paid)
 Current carrier is Humana – no rate change
 PRM HealthTrust currently offering two plans, NVA and VSP Signature Vision Plans
 Committee recommendation is that we go with the NVA Vision Plan through PRM HealthTrust due to lower cost and the fact that it includes the Walmart/Sam’s network which many employees have repeatedly asked for.

15 JUL 22 PM 3:15
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 FILED FOR RECORD
 CONSENT
 DATE 7/1/99 *BS*



MEMO

TO: BOARD OF COUNTY COMMISSIONERS

FROM: INSURANCE COMMITTEE *BS*

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15 JUL 22 PM 3:15
 REBECCA L. HARRIS
 CLERK OF COUNTY COURT
 GULF COUNTY, FLORIDA

CONSENT
 DATE 7/2/15 *BS*
100

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

101

Initiating Department: GC Economic Development Coalition

Check type of Activity below:

Asset Acquisition
 Asset Purchase
 Asset Donation
 Improvement to Existing Asset

Amount Invoice# Invoice Date Vendor Name
Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

Donation From Asset Description Value

Describe the Need For and Description Of the Improvement, Attach a copy if necessary

Asset Transfer To
 Receiving Department – Name GCTDC
 Surplus (useable condition but no longer needed by Department)

Asset Disposal

Retired (check reason) Retirement Reason:

Sold Obsolete / No longer needed
 Trade-in Non-Repairable
 Donate Repair Not Cost Effective
 Return to other Government Cannibalized
 Other

FILED FOR REC'D
 REBECCA L. NORRIS
 CLERK OF CIRCUIT CO
 GULF COUNTY, FLORIDA
 15 JUL 23 AM 11:45

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)

Department/Location	Asset Tag #	Description	Serial Number
GCEDC	235-1	Macbook Pro Laptop computer	C1ML1DN MDT Y4

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)

Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information :

Department / Location Approval
 Forms not properly signed or incomplete forms will be returned to the Department

M Childs 7-22-15
 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.

Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

101

CONSENT
 DATE 7/28/15 LL

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

103

Initiating Department: Emergency Management

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 _____

Surplus (useable condition but no longer needed by Department)

Asset Disposal

<input type="checkbox"/> Retired (check reason) <input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government	Retirement Reason:	<input checked="" type="checkbox"/> Obsolete / No longer needed <input type="checkbox"/> Non-Repairable <input type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other
---	--------------------	---

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
EM	90-197	Panasonic VHS Movie Camera (Acquired 09/01/1998)	C8C34KR

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information : _____

<p style="text-align: center; font-weight: bold;">Department / Location Approval</p> <p style="font-size: 10pt;">Forms not properly signed or incomplete forms will be returned to the Department</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Department Head Signature * </div> <div style="text-align: center;"> 06/30/15 _____ Date </div> </div> <p style="font-size: 10pt; margin-top: 5px;">* 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.</p>	<p style="text-align: center; font-weight: bold;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center; font-size: 10pt;">Date</p> <p style="font-size: 10pt; margin-top: 5px;">Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
---	---

Office of the Clerk of Circuit Court		
Asset Tag# _____	Asset Record Updated _____	Copy Returned to Department _____

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Information Technology

Check type of Activity below:

- Asset Acquisition
 - Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
<i>Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment</i>			
 - 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 _____
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal

<input checked="" type="checkbox"/> Retired (check reason) <input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government	Retirement Reason:	<input checked="" type="checkbox"/> Obsolete / No longer needed <input type="checkbox"/> Non-Repairable <input type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other
--	--------------------	---

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 15 JUL 22 PM 3:16

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
IT RM 309	16-01	Laptop	749GKV1

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information :

<p style="text-align: center;">Department / Location Approval</p> <p style="text-align: center;"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> _____ Department Head Signature * </div> <div style="text-align: center;"> 7/20/15 _____ Date </div> </div> <p style="font-size: small;">* 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.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> <p style="font-size: small; text-align: center;">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.</p>
---	---

Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

CONSENT
 7/28/15 LL

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Gulf County BOCC
 1000 Cecil G. Costin Sr. Blvd.
 Port St. Joe, FL 32456

FROM (CONTRACTOR): Cathy Construction & Development
 P.O. Box 13107 / 103 North 30th Street
 Mexico Beach, FL 32410

PROJECT: White City Fire Station
 APPLICATION NO: 8
 PERIOD TO: April 30, 2015
 APPLICATION DATE: May 5, 2015
 CONTRACT DATE: January 15, 2014

Date: 5/6/2015

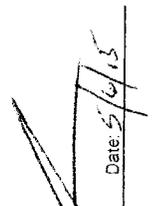
DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

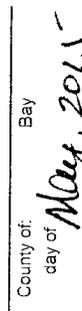
CONTRACTOR'S APPLICATION FOR PAYMENT

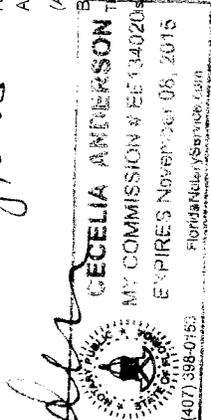
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL		
Number	Date Approved	
CO #1-Deduct DPO's		\$ (64,527.16)
CO #2-Sitework/Concrete Apron		\$6,450.00
TOTALS		\$6,450.00 - \$64,527.16

1. ORIGINAL CONTRACT SUM \$495,400.00
2. NET CHANGE BY CHANGE ORDERS \$ 6,450.00
3. CONTRACT SUM TO DATE (Line 1 + Line 2) \$501,850.00
4. ENCUMBRANCES:
 - a. Total Purchase Orders Issued by Owner (To Date) \$60,816.00
 - b. Anticipated Tax Savings on Owner Issued POs \$3,711.16
 - c. TOTAL ENCUMBRANCES: (Line 4a + Line 4b) \$64,527.16
 - d. CONTRACT VALUE LESS ENCUMBRANCES: (Line 3 - Line 4c) \$437,322.84
5. EARNED TO DATE:
 - a. Percentage of Work Complete-Excluding Owner Purchased Materials 87.29%
 - b. Stored Materials - For Verification Only (See Attached) \$0.00
 - c. TOTAL EARNED TO DATE: (From Approved Schedule of Values) \$381,760.84
 - d. RETAINAGE: (10% of Line 5c) \$38,176.08
6. TOTAL EARNED LESS RETAINAGE (Line 5c less Line 6) \$343,584.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior certificate) \$327,266.18
8. CURRENT PAYMENT DUE (Line 7 less Line 8) \$16,318.58
9. TAX SAVINGS AGREEMENT: (Through Summary No.)
10. a. Vendor Invoices Processed @Contractors Request \$60,816.00
- b. Tax Savings on Processed Invoices \$3,711.16
- c. Total Tax Savings Invoices & Credits Processed (Line 10a + 10b) \$64,527.16
- d. Vendor retainages unpaid @Contractors Request \$0.00
- e. Remaining Balance on Encumb POs and Tax Savings (4c less 10c) \$0.00
11. BAL. TO FINISH, INCL. RETAINAGE & ENCUMB (Line 3 - Ln 7 - Ln 10c) \$93,738.08
12. CONTRACTOR'S BALANCE TO FINISH, INCLUDING RETAINAGE (Ln 4d - Ln 7) \$93,738.08

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

CONTRACTOR
 Cathy Construction & Development
 By:  Date: 5/6/15
 W. Brian Cathey, President

State of: Florida County of: Bay
 Subscribed and sworn to before me this 6 day of May, 2015
 Notary Public: 



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: _____ Date: _____
 AMOUNT CERTIFIED: \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)

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

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 15 JUL 22 PM 3:16

105
 CONSENSUS
 DATE 7/28/15

SCHEDULE OF VALUES

WHITE CITY FIRE STATION

APPLICATION NO: 8

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D DIRECT PURCHASE ORDERS		E WORK COMPLETED FROM PREV APPLICATION (D + E)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			VENDOR	DPO AMOUNT					
	General Conditions	62,400.00			\$53,040.00	\$0.00	\$7,408.00	\$4,992.00	\$5,740.80
	Building Permit/Impact & Tap Fees	0.00				\$0.00	\$0.00	\$0.00	\$0.00
	Design Fees	0.00				\$0.00	\$0.00	\$0.00	\$0.00
	Concrete	62,500.00			\$62,500.00	\$0.00	\$62,500.00	\$0.00	\$6,250.00
	Masonry	6,400.00			\$6,400.00	\$0.00	\$6,400.00	\$0.00	\$640.00
	Rough Carpentry	19,875.00			\$19,875.00	\$0.00	\$19,875.00	\$0.00	\$1,987.50
	Cabinets & Countertops	8,500.00				\$2,550.00	\$2,550.00	\$5,950.00	\$255.00
	PEMB & Batt Insulation	9,460.00			\$9,460.00	\$0.00	\$9,460.00	\$0.00	\$946.00
	Doors & Hardware	10,825.00			\$9,201.25	\$1,623.75	\$10,825.00	\$0.00	\$1,082.50
	Coiling Doors w/ Electric Motors	32,750.00			\$32,750.00	\$0.00	\$32,750.00	\$0.00	\$3,275.00
	Windows & Glazing	4,750.00			\$4,750.00	\$0.00	\$4,750.00	\$0.00	\$475.00
	Drywall	12,440.00			\$9,330.00	\$3,110.00	\$12,440.00	\$0.00	\$1,244.00
	Flooring	6,700.00				\$6,700.00	\$6,700.00	\$0.00	\$670.00
	Painting	6,100.00				\$4,880.00	\$4,880.00	\$1,220.00	\$488.00
	Misc. Accessories	3,700.00			\$1,850.00	\$1,850.00	\$3,700.00	\$0.00	\$370.00
	Pre-Engineered Metal Building Material	40,808.06			\$40,808.06	\$0.00	\$40,808.06	\$0.00	\$4,080.81
	Pre-Engineered Metal Building Erection	39,991.94			\$39,991.94	\$0.00	\$39,991.94	\$0.00	\$3,999.19
	Plumbing & Grider Pump	34,500.00			\$25,875.00	\$3,450.00	\$29,325.00	\$5,175.00	\$2,932.50
	Fire Suppression System	32,800.00			\$24,600.00	\$3,280.00	\$27,880.00	\$4,920.00	\$2,788.00
	HVAC	26,000.00			\$22,100.00	\$0.00	\$22,100.00	\$3,900.00	\$2,210.00
	Electrical	43,500.00			\$36,975.00	\$0.00	\$36,975.00	\$6,525.00	\$3,697.50

From the Desk of Joe Paul, SHIP Administrator

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

1000 CECIL G. COSTIN SR. BLVD., ROOM 303, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6125 • FAX (850) 229-7180 • EMAIL: jpaul@gulfcounty-fl.gov

Memorandum

To: Gulf County Board of County Commissioners
From: Joe Paul, SHIP Administrator
Date: 7/21/15
Re: SHIP Funding Authority Policy

Please accept and consider the SHIP Funding Authority policy.

In review and consideration of statewide SHIP programs and their application throughout the state as well as best practices for the administration of SHIP funds, it is my recommendation that the Board of County Commissioners grant the final funding authority to the Gulf County SHIP Administrator and/or County Administrator following the standard application and review of each applicant.

Following the receipt of standard SHIP applications, their review and final approval the designated county officials above shall be authorized by the Board of County Commissioners to issue the final approval letter and facilitate through the County Clerk's office the proper funding to the recipients.

Adopted in open session this _____ day of _____, 2015.

Chairman of the Gulf County Board of County Commissioners

Date _____

Attest to Chairman's signature: Deputy Clerk of Court

Date _____



CareerSource Gulf Coast 2015-2016 Budget

Admin Salaries/Benefits	246,121
Operational Expenses	164,478
Direct Svcs Salary/Ben	1,077,672
Direct Services	1,741,827
One Stop Lease	220,000
One Stop Operational	70,159
Contracted to Svc Prov	1,072,090
Total	4,592,347

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 15 JUL 23 AM 9:35

Prior Year Comparison:

2014-2015 Beginning Budget	2015-2016 Beginning Budget	Increase/ (Decrease)	Percentage
6,401,900	4,592,347	(1,809,553)	-29%
<u>-2,162,829</u>	<u>-1,200,000</u>	in NEG TS Debby Grant & Fisheries Grant	
4,239,071	3,392,347	(846,724)	-20% decrease in base funding

Law requires that 50% of WIA Adult and Dislocated (estimated at 1.2 million) must be used on tuition, books, training case management, and training program management.

The above Direct Services line contains 39% of the WIA Adult and Dislocated Worker allocation including estimated carryforward.

A waiver request to 30% is recommended.

As required by law, no more than 10% of our budget that can be spent on Admin expenses.

Salaries/Benefits include 24 full-time and 10 seasonal positions, FICA, Retirement, Health & Life Insurance, and Compensated Absences. Some of the salary/benefit category will include Admin expenses.

Operational Expenses include supplies, equipment, phone, internet, cell phone, postage, maintenance/repair, travel, meeting expenses, insurance (directors & officers liability), dues/memberships, software, copier leases, professional development, printing, subscriptions, audit fees, advertising, legal/professional/temp services. Some of the operational expense category will include Admin expenses.

Direct Services include OJT (on-the-job training), tuition, books, food, food related, participant travel, supportive services, lease/rent, utilities, fees, supplies, equipment, phone, internet, cell phone, postage, maintenance/repair, travel, meeting expenses, insurance (participant/liability/property/ flood/auto), dues/memberships, software, copier leases, professional development, printing, subscriptions, advertising, legal/professional/temp services.

One Stop Lease includes lease of CareerSource Gulf Coast Job Center (utilities included)

One Stop Operational includes supplies, equipment, phone, internet, cell phone, maintenance/repair, travel, meeting expenses, insurance (liability/property/flood), dues/memberships, software, copier leases, postage meter rent, advertising, legal/professional services.

Contracted to Service Providers:	Gulf Coast State College	494,000	One-Stop Operator
	Royal American Management	400,000	Welfare Transition, SNAP E & T
	Gulf Coast State College	178,000	Out of School Youth Program
		1,072,090	Total

CONSENT
 DATE 7/28/15 CC

TOTAL NUMBER OF BOARD MEMBERS 24 (23 Voting, 1 Non-Voting)
 DATE FORM COMPLETED June 2015

**PROPOSED MEMBERSHIP
 REGIONAL WORKFORCE BOARD (RWB)**

REGION NAME: CareerSource Gulf Coast REGION NUMBER: 04

NAME OF RWB MEMBERS	AREA(S) OF REPRESENTATION	NOMINATING ORGANIZATION	DEMOGRAPHICS	PERIOD OF APPOINTMENT
Alisa Kinsaul	BU	Bay County Commission	F, W	09/02/12-09/03/15
Robert Swenk	BU	Bay County Commission	M, W	12/05/14 -12/06/17
Jennifer Conoley	BU	Bay County Commission	F, W	02/18/13-02/19/16
Lisa Barnes	BU	Bay County Commission	F, W	08/04/13-08/05/16
Vacancy	BU	Bay County Commission		
Vacancy	BU	Bay County Commission		
Patrick Farrell	BU	Gulf County Commission	M, W	02/11/13-02/12/16
John Reeves	BU	Gulf County Commission	M, W	07/21/13-07/22/16
Vacancy	BU	Gulf County Commission		
Betty Croom	BU	Franklin County Commission	F, B	05/01/15-04/30/18
Ted Mosteller	BU	Franklin County Commission	M, W	06/30/13-07/01/16
Vacancy	BU	Franklin County Commission		
Fred Croon	WOLO	Central Labor Council -- Panama City Chapter	M, B,	
Stephen Jordan	WOLO	Central Labor Council -- Panama City Chapter	M, W	
Vacancy	WOJ			
John Holdnak	ETPO	Gulf Coast State College	M, W	
Nina M. Marks	ETPA	Franklin County School District	F, W	07/01/14-06/30/15

NAME OF RWB MEMBERS	AREA(S) OF REPRESENTATION	NOMINATING ORGANIZATION	DEMOGRAPHICS	PERIOD OF APPOINTMENT
Jim Norton	ETPA	Gulf County School District	M, W	07/01/15-06/30/16
Becca Hardin	GRED	Bay Economic Development Alliance	F, W	
Christy McElroy	GRED	Gulf County Economic Development Coalition	F, W	
(State to provide)	GRES	Government Representative-Employment Service GRVRD – Government Representative		
John Deegins	WOV	Bay County Commission	M, W, V	
Wendy Fletcher-Altman	GRO	FL Dept of Children and Families	F, W,	
Roderick Pearson	GRVRD	Vocational Rehabilitation	M, B	
Pauline Mills	OTHER	NCBA/Senior Community Service Employment Program	F, W	
Tim Bowers (Non-Voting)	OTHER	Naval Support Activity – Panama City (Military Families)	M, B	

AREA(S) OF REPRESENTATION CODES

- BU – Business
- WOLO – Workforce-Labor Organization
- WOJ – Workforce-Joint labor-management Apprenticeship Program
- WOD – Workforce-Community-based Organizations representing Individuals with Disabilities (optional) WOV – Workforce-Community-based Organizations representing Veterans (optional)
- WOY – Workforce-Community-based Organizations representing Youth (optional) ETPA – Education and Training Provider-Adult Education and Literacy
- ETPC – Education and Training Provider-Institution of Higher Education ETPO – Education and Training Provider-Other Providers (optional) GRED – Government Representative-Economic Development

GRES – Government Representative-Employment Service GRVRD – Government Representative-Vocational Rehabilitation GRO – Government Representative-Other (optional)
OTHER – Other (please specify group/program being represented) (optional)

DEMOGRAPHICS CODES

GENDER CODES

M – Male

F – Female

RACE/ETHNIC CODES

W – White (not Hispanic)

B – Black/African American (not Hispanic) W/H – White and Hispanic

B/H – Black and Hispanic

O – Other

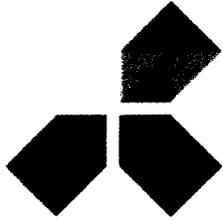
OTHER CODES

D – Disabled individual

OI – older individual

V – Veteran

CONSENT
DATE 7/28/15



CareerSource
GULF COAST

5230 West Highway 98 Panama City FL 32401
P: 850.913.3285 F: 850.913.3269
careersource.com

RECORDED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
JUL 23 AM 9:35
GULF COUNTY FLORIDA

To the Attention of Budget Review
CareerSource Florida, Inc.
1580 Waldo Palmer Lane – Ste. 1
Tallahassee, FL 32308

This budget and permission to request an ITA waiver has been approved
by the designated chief elected official of Workforce Region 4 – Gulf
County and the chair of Regional Workforce Board 4 on:

_____ (date).

Signature – Chief Elected Official, Gulf County Board of Commissioners

Printed Name: Ward McDaniel

Signature – Board Chair, CareerSource Gulf Coast (RWB04)

Printed Name: Robert L. Swenk

Signature – Executive Director, CareerSource Gulf Coast (RWB04)

Printed Name: Kimberly L. Bodine

Contact Name and phone number for
questions related to submitted budget: Deb Blair, Finance Director
CareerSource Gulf Coast
850-913-3285

**Application for Initial Local Workforce Area Designation
and Continued Charter of the existing Regional Workforce Board
July 1, 2015 – June 30, 2017**

Under the Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128), the Governor must designate the local workforce development areas after consultation with the state workforce board, the local chief elected official, and local workforce development boards. The WIOA provides for the initial designation of local workforce development areas that were designated pursuant to the Workforce Investment Act of 1998.

The WIOA also provides states with the authority to use an existing regional workforce development board that is established to serve the local workforce development area and was in existence on the day before the enactment of the WIOA pursuant to state law, and includes representatives of business, labor organizations or other representatives of employees in a local area in which no employees are represented by such labor organizations. Please list the membership of the existing regional workforce board on the form on the following page.

This application will serve as your request for Local Workforce Development Area initial designation and a continuation of the existing charter of the Regional Workforce Board indicated below for the period July 1, 2015 through June 30, 2017.

Local Area Information	
Name of Local Area	CareerSource Gulf Coast
Region Number	4
Date of Submission	
Contact Person	Name: Kimberly L. Bodine Phone: 850-913-3285

By signing below, the local Chief Elected Official and the local workforce board executive director request the initial designation of the workforce area indicated above.

Local Chief Elected Official	Local Workforce Board Executive Director
Signature	Signature
Name Ward McDaniel	Name Kimberly L. Bodine
Title Chair - Gulf County Board of County Commissioners	Title Executive Director
Date	Date

15 JUL 23 AM 9:35
FILED FOR RECORD
REBECCA L. HOBBS
CLERK OF CIRCUIT COURT
JULY 23 2015
GULF COUNTY, FLORIDA

CONSEN 114
DATE 7/28/15 CC

**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

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney
CC: County Administrator, Don Butler
Date: 7/21/15
Re: Authorization for collection actions against county vendor

Following multiple attempts and exhausting all efforts to secure an amicable resolution that is equitable and satisfactory to the responsible county staff, the county vendor, St. Joe Music Store has failed to fulfill a purchase order for equipment. Accordingly, on behalf of the county department please accept this request for authorization to proceed with all necessary collection efforts to seek equitable relief for the failed delivery and purchase including by not limited to appropriate legal action filed with the court.

DULY PASSED AND ADOPTED THIS _____ day of July, 2015

ATTEST: Rebecca Norris
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

BY: _____
DEPUTY CLERK

BY: _____
Chairman Ward McDaniel

APPROVED AS TO FORM:

BY: _____
Jeremy T.M. Novak, County Attorney

CONSENT
DATE 7/21/15

MEMORANDUM

DATE: July 21, 2015

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works

SUBJ: Board Actions/Consent Agenda

Request Board approve the following:

- 1. Purchase a large track excavator and two pumps from escrow funds for mining landfill clay from the Honeyville site. This request is contingent upon DEP concurrence.

Thank you

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 15 JUL 22 PM 3: 14



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

July 9, 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 \$4,734.69 for June 2015. This is to pay for salaries, taxes and benefits related to Beach Patrol for June 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

Mike Harrison
Gulf County Sheriff

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL -9 PM 1:35

CONSENT
DATE 7/28/15 *ll*

**RESOLUTION
2015-**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the General Fund and Public Works Fund and

WHEREAS, said revenue adjustments are necessary for expenditures to be 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:

GENERAL FUND

		<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Revenue:				
00134-71000	Aid To Libraries	56,385.00	3,745.00	60,130.00
Expenditure:				
Libraries - Public:				
62271-34200	N.W. Regional Libr. State	56,385.00	3,745.00	60,130.00

PUBLIC WORKS FUND

		<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Revenue:				
104364-00000	Disposition of Fixed Assets	300,000.00	160,500.00	460,500.00
Expenditure:				
Road & Street Facilities - Transportation:				
281541-64001	Equipment >\$5000	0.00	160,500.00	160,500.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this 28th day of July, 2015.

ATTEST:

Ward McDaniel, Chairman

Rebecca L. Norris, Clerk

15 JUL 22 PM 3:15
FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

7/28/15

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@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: DON BUTLER, COUNTY ADMINISTRATOR *DB*

DATE: JULY 21, 2015

RE: RESOLUTION FOR 8 COUNTY INTERLOCAL AGREEMENT

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:15

Recommendation to the board is to approve the attached resolution in reference to creating an 8 County Interlocal Agreement for the purpose of Restore Act Funding, including Triumph Corporation as designated by the Florida Legislature.

Thank you.

CONSENT
DATE 7/28/15 LC

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WAKULLA, FRANKLIN, BAY, OKALOOSA, SANTA ROSA, WALTON AND ESCAMBIA COUNTIES FOR THE PURPOSE OF CREATING AN INTERGOVERNMENTAL AGENCY UNDER CHAPTER 163, FLORIDA STATUTES, AND EXECUTE APPLICATIONS FOR THE PURSUIT OF ALL RESTORE ACT FUNDING TO INCLUDE FROM THE TRIUMPH CORPORATION AS DESIGNATED BY THE FLORIDA LEGISLATURE AND FOR ANY OTHER PURPOSES THAT THE COLLECTIVE COUNTIES MAY AGREE UPON IN THE AGREEMENT AND IN COMPLIANCE WITH FLORIDA STATUTES.

WHEREAS, the BP/Trans-Ocean Oil Spill in the Gulf of Mexico created damages within and outside the territorial limits of Gulf County, Florida and affected the environment and economies of several coastal counties in Northwest Florida; and

WHEREAS, those counties include, Wakulla, Franklin, Gulf, Bay, Walton, Okaloosa, Santa Rosa and Escambia Counties;

WHEREAS, Gulf County wishes to enter into an interlocal agreement with each of these listed counties to seek funding from all Restore Act funding sources as well as the Triumph Corporation funding for all economic and environmental projects that are available through the designated state Restore entity, Triumph Corporation, to seek funding for watershed projects that are located in these counties, and

WHEREAS, the Gulf County Commission wishes to enter into an inter-local agreement with those aforementioned counties to carry out other intergovernmental projects as approved by Gulf County and each of the Counties through this Interlocal Agreement, and

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners of Gulf County, Florida does hereby resolve as follows:

Section 1. This Resolution is adopted pursuant to Chapter 100, Florida Statutes, as amended; Chapter 125, Florida Statutes, as amended; Art. VII, Section 12, Florida Constitution, and other applicable provisions of law.

Section 2. The Board of County Commission of Gulf County, Florida (“Board”) declares that the interlocal agreement outlined and described above is necessary for the health, safety and welfare of the citizens of Gulf County, and the County agrees to undertake, negotiate and authorize the Chairman to the Board of Commissioners to execute such an interlocal agreement that facilitates and establishes a multi-county intergovernmental agency pursuant to Chapter 163, Florida Statutes for the purposes stated herein.

Section 3. In the event that any word, phrase, clause, sentence, or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, phrase, sentence, or paragraph hereof.

Section 4. The County Clerk shall certify to the passage and adoption of this Resolution and enter it into the book and County records and this Resolution shall take effect immediately upon its adoption.

DULY adopted this ____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

By: _____
Ward McDaniel, Chairman

ATTEST:

APPROVED AS TO FORM AND CONTENT

Rebecca L. Norris, Clerk

Jeremy T.M. Novak, Gulf County Attorney

(SEAL)

RESOLUTION NO. 2015-52

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WALTON COUNTY FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WAKULLA, FRANKLIN, GULF, BAY, OKALOOSA, SANTA ROSA AND ESCAMBIA COUNTIES FOR THE PURPOSE OF CREATING AN INTERGOVERNMENTAL AGENCY UNDER CHAPTER 163, FLORIDA STATUTES, AND EXECUTE APPLICATIONS FOR PURSUIT OF ALL RESTORE ACT FUNDING TO INCLUDE TRIUMPH CORPORATION AS DESIGNATED BY THE FLORIDA LEGISLATURE AND FOR ANY OTHER PURPOSE THAT THE COUNTIES MAY AGREE UPON IN THE AGREEMENT AND IN COMPLIANCE WITH FLORIDA STATUTES.

1. **Intent**

The BP/Trans-Ocean Oil Spill in the Gulf of Mexico created damages within and outside the territorial limits of Walton County, Florida and affected the environment and economies of several coastal counties in Northwest Florida. Those counties include Wakulla, Franklin, Gulf, Bay, Walton, Okaloosa, Santa Rosa and Escambia Counties. Walton County wishes to enter into an interlocal agreement with each of those counties to seek funding from all Restore Act/Triumph Corporation funding for all economic and environmental projects that are available through Restore/Triumph Corporation to seek funding for watershed projects that are located in multiple counties. Further, the Walton County Commission wishes to enter into an inter-local agreement with those aforementioned counties to carry out other intergovernmental projects as approved by each of the Counties Commissions in the Interlocal Agreement.

2. **Authorization**

The Board of County Commissioners of Walton County, Florida ("Board") declares that the interlocal agreement outlined above is necessary for the health, safety and welfare of the citizens of the County. Therefore, the County agrees to undertake and negotiate such an interlocal agreement and establish the intergovernmental agency pursuant to Chapter 163, Florida Statutes.

3. **Effective Date**

This resolution shall become effective upon adoption.

Done and adopted by the Board of County Commissioners of Walton County, Florida on July 14, 2015.

WALTON COUNTY

Bill Imfeld
Bill Imfeld, Chairman
Board of County Commissioners

CERTIFIED A TRUE COPY
July 16 2015
ALX ALFORD
CLERK OF COURTS &
COUNTY COMPTROLLER
WALTON COUNTY, FLORIDA
BY: [Signature]
DEPUTY CLERK

Approved for form and legal sufficiency.

[Signature]
Mark D. Davis, County Attorney

Attest:

[Signature]
Alex Alford, Clerk of Circuit Court
And County Comptroller

BOARD OF COUNTY COMMISSIONERS¹²³ GULF COUNTY, FLORIDA

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106/639-6700 • FAX (850) 229-9252
WEBSITE: www.gulfcounty-fl.gov • EMAIL: bocc@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

28 July, 2015

Re: SHIP Award-Purchase Assistance

Dear Mrs. Jennifer A. Wright:
176 Hunter Ave
Wewahitchka, Florida, 32465

This letter is to certify that the Gulf County B.O.C.C. SHIP office has reviewed and verified your household annual income. According to the information provided, you meet the income eligibility requirements for the SHIP program as established by the Florida Housing Finance Corporation and the Gulf County SHIP program.

According to our guidelines, you are eligible within the very low income category, which provides funding for Purchase Assistance for your home. The Amount of your award is \$25,000.00.

If Gulf County learns of a change to your income before you are assisted; your annual income will be re-calculated to determine if you are still income eligible for assistance.

You will be required to execute a second (or third) mortgage and note that has a deferred payment plan due upon sale or transfer of the property (or whatever terms may be). This award letter is valid for a period of 90 days from the date of this letter.

Respectfully yours,

Ward McDaniel
Chairman, Gulf County Board of County Commissioners

cc: Joe Paul, SHIP Administrator

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:16

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

SANDY QUINN
District 4

WARREN YEAGER
District 5

123
CONSENT
DATE 7/28/15 CC

**State Housing Initiative Partnership (SHIP) Program
 Fiscal Year 2015-2016 Funding Certification**

15 JUL 22 PM 3:16

Name of Local Government

Gulf County Board of County Commissioners

Projected Allocation*

\$350,000.00

**See allocation chart attached to this document.*

Strategies	Will this strategy serve HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Housing Rehabilitation	HO	Yes	Yes	\$160,000.00
Purchase Assistance	HO	Yes	Yes	\$67,500.00
Rental Assistance	Rental	Yes	Yes	\$ 87,500.00
				\$
				\$
Total must equal total allocation for 2015-2016 minus administrative costs				\$315,000.00
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met: Gulf County SHIP Program will be utilizing the Housing Rehabilitation Strategy as well as Purchase Assistance to assist persons with development disabilities as well as elderly and physically disabled persons, by providing Ramps, Handicap rails, toilets and walk in showers.				

Legislative Proviso Language

From the funds in Specific Appropriation 2241, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices,

which will allow homeowners to remain independent in their own homes and maintain their homeownership.

From the funds in Specific Appropriation 2241, local governments may create regional partnerships across jurisdictional boundaries through the pooling of appropriated funds to address homeless housing needs identified in local housing assistance plans.

Statutory Revision (new subsection added to 420.9072)

420.9072 (10) Notwithstanding ss. 420.9071(26) and 420.9075(5) and subsection (7), for the 2015-2016 fiscal year:

(a) The term “rent subsidies” means ongoing monthly rental assistance.

(b) Up to 25 percent of the funds made available in each county and each eligible municipality from the local housing distribution may be used for rental assistance and rent subsidies as provided in paragraph (c).

(c) A county or an eligible municipality may expend its portion of the local housing distribution to provide the following types of rental assistance and rent subsidies:

1. Security and utility deposit assistance.
2. Eviction prevention subsidies not to exceed 6 months’ rent.
3. Rent subsidies for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or a person who is homeless as defined in s. 420.621 when the person initially qualified for a rent subsidy. The period of rental subsidy may not exceed 12 months for any eligible household or person.

(d) This subsection expires July 1, 2016.

References

420.0004 (13), F.S. “Person with special needs” means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits.

393.063 (9), F.S. “Developmental disability” means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2015-2016 Funding:**Gulf County Board of County Commissioners agrees that:**

1. The city/county has read and understands the proviso and statutory language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2015-2016 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2015-2016 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.
5. The city/county understands that use of SHIP funds for the activities described in the proviso and statutory language in this certification must be completed through a strategy approved by FHFC.

Authorized Signature:

Ward McDaniel, Chairman

 Signature

Date: 28 July, 2015

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

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@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: DON BUTLER, COUNTY ADMINISTRATOR *DB*
DATE: JULY 22, 2015
RE: HIGHLAND VIEW BOAT RAMP PROJECT (NRDA)

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUL 22 PM 3:10

I met with D.E.P. personnel in reference to the Highland View Boat Ramp project today. Information from them is pending as of submission of agenda. However, I will present any and all information as soon as received, prior to board meeting for discussion.

Thank you.

RESOLUTION NO: 2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE NORTHWEST FLORIDA ESTUARIES AND WATERSHEDS PROJECT THAT WILL ESTABLISH ESTUARY PROGRAMS FOR THE COMPREHENSIVE MANAGEMENT, RESTORATION, AND PROTECTION OF SEVEN NORTHWEST FLORIDA ESTUARIES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Northwest Florida Estuaries and their associated natural resources provide boating, fishing, hunting, tourism, and other outdoor recreational and economic opportunities for citizens and visitors of Florida; and

WHEREAS, mismanagement of Northwest Florida Estuaries may exacerbate flooding and property loss, negatively impact water quality and estuarine habitat, negatively affect the local economy and tourism, and threaten the health, safety and welfare of Florida's citizens and visitors; and

WHEREAS, the United States Environmental Protection Agency (USEPA) and the State of Florida are seeking funding to "stand up" and establish Estuary Programs in seven northwest Florida Estuaries, including Perdido, Pensacola, Choctawhatchee, St. Andrew, Apalachicola, Ochlockonee, and St. Marks, in order to comprehensively coordinate the management and improvement of these estuaries and their natural resources; and

WHEREAS, elected officials, local, state and federal government staffs, the Nature Conservancy, citizens, academia, and other stakeholders from the Northwest Florida Estuaries have been actively participating in meetings for the past two years to identify and coordinate estuary management issues and efforts; and

WHEREAS, all involved stakeholders support the establishment of Estuary Programs for the seven Northwest Florida Estuaries in order to comprehensively manage and improve water quality, habitat, natural resources, and economic benefits.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporate them herein by reference.

Section 2. That the Gulf County Board of County Commissioners hereby expresses its support for the Northwest Florida Estuaries and Watersheds Project that will establish Estuary Programs for the comprehensive management, restoration and protection of seven Northwest Florida Estuaries, including Perdido, Pensacola, Choctawhatchee, St. Andrew, Apalachicola, Ochlockonee, and St. Marks.

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Secretary Jonathan P. Steverson of the Florida Department of Environmental Protection in Tallahassee; Director Shawn Hamilton of the Florida Department of Environmental Protection Northwest District in Pensacola; Executive Director Brett Cyphers of the Northwest Florida Water management District in Havana; Gulf Coast Ecosystem Restoration Council Chair and Secretary of the Department of Commerce Penny Pritzker in Washington, D.C.; Gulf Coast Ecosystem Restoration Council Executive Director Justin R. Ehrenwerth in Washington, D.C.; USEPA Secretary Gina McCarthy in Washington, D.C.; and USEPA Assistant Administrator for the office of Water Ken Kopocis in Washington, D.C.

ADOPTED this 28th day of July, 2015.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

Ward McDaniel, Chairman

ATTEST: Rebecca Norris
 Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

6/25/2015 CASE 13

RESOLUTION NUMBER R2015- 83

15 JUL 22 PM 3:13

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

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE NORTHWEST FLORIDA ESTUARIES AND WATERSHEDS PROJECT THAT WILL ESTABLISH ESTUARY PROGRAMS FOR THE COMPREHENSIVE MANAGEMENT, RESTORATION, AND PROTECTION OF SEVEN NORTHWEST FLORIDA ESTUARIES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Northwest Florida Estuaries and their associated natural resources provide boating, fishing, hunting, tourism, and other outdoor recreational and economic opportunities for citizens and visitors of Florida; and

WHEREAS, mismanagement of Northwest Florida Estuaries may exacerbate flooding and property loss, negatively impact water quality and estuarine habitat, negatively affect the local economy and tourism, and threaten the health, safety and welfare of Florida's citizens and visitors; and

WHEREAS, the United States Environmental Protection Agency (USEPA) and the State of Florida are seeking funding to "stand up" and establish Estuary Programs in seven Northwest Florida Estuaries, including Perdido, Pensacola, Choctawhatchee, St. Andrew, Apalachicola, Ochlockonee, and St. Marks, in order to comprehensively coordinate the management and improvement of these estuaries and their natural resources; and

WHEREAS, elected officials, local, state and federal government staffs, the Nature Conservancy, citizens, academia, and other stakeholders from the Northwest Florida Estuaries have been actively participating in meetings for the past two years to identify and coordinate estuary management issues and efforts; and

WHEREAS, all involved stakeholders support the establishment of Estuary Programs for the seven Northwest Florida Estuaries in order to comprehensively manage and improve water quality, habitat, natural resources, and economic benefits.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporate them herein by reference.

Section 2. That the Escambia County Board of County Commissioners hereby expresses its support for the Northwest Florida Estuaries and Watersheds Project that will establish Estuary Programs for the comprehensive

Date: 6/30/2015 Verified By: *[Signature]*

management, restoration and protection of seven Northwest Florida Estuaries, including Perdido, Pensacola, Choctawhatchee, St. Andrew, Apalachicola, Ochlockonee, and St. Marks.

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Secretary Jonathan P. Steverson of the Florida Department of Environmental Protection in Tallahassee; Director Shawn Hamilton of the Florida Department of Environmental Protection Northwest District in Pensacola; Executive Director Brett Cyphers of the Northwest Florida Water Management District in Havana; Gulf Coast Ecosystem Restoration Council Chair and Secretary of the Department of Commerce Penny Pritzker in Washington, DC; Gulf Coast Ecosystem Restoration Council Executive Director Justin R. Ehrenwerth in Washington, DC; USEPA Secretary Gina McCarthy in Washington, DC; and USEPA Assistant Administrator for the Office of Water Ken Kopocis in Washington, DC.

ADOPTED this 25th day of June, 2015.

Approved as to form and legal sufficiency.

By/Title:

Date:

[Handwritten signature]
6/19/15

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Handwritten signature]
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

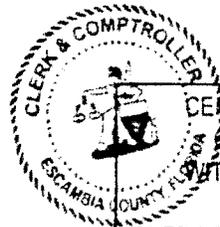
Date Executed

6/30/2015

[Handwritten signature]
Deputy Clerk



BCC Approved 6/25/2015



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: *[Handwritten signature]* D.C.
DATE: June 30, 2015

Summary Report
Apalachicola River Riparian County Stakeholder Coalition (RCSC)
C. Chadwick Taylor, Coordinator

This Report is submitted to update the six RCSC member counties of Jackson, Gadsden, Calhoun, Liberty, Gulf and Franklin on the activities, issues and other work by the RCSC on behalf of the Apalachicola River and Bay. First, the RCSC wants to thank each of the member counties for their previous funding and support for the work of the RCSC since 2007. Enclosed is the RCSC proposed budget and budget request for FY 2015/16.

We are pleased to provide our members and other friends and neighbors a copy of the ACF Stakeholders, Inc. Sustainable Water Management Plan (SWMP) for the Apalachicola, Chattahoochee and Flint River Basin. With your support this completes more than five years of effort and begins a process to implement the Plan. The Plan is probably the best single document to understand the basin and the potential solutions to our challenges, and includes recommendations in Chapter Six. Please also look carefully at Appendix B that provides specific stakeholder perspectives not subject to the consensus based approval of the Plan but included by consensus in the Plan. The Plan includes a recommendation from a Study for establishment of a Transboundary Water Management Institution (TWMI) joining the three States, the Federal Government and the ACF Basin Stakeholders going forward to implement the Plan. You can also download the SWMP, the TWMI Study and supporting documents at www.acfstakeholders.org.

With the completion of the SWMP the work of the RCSC will shift to implementing the recommendations in the SWMP, setting up the TWMI, and taking the Plan to the States and the Feds that includes the US Army Corps of Engineers (USACE) that is in the latter stages of updating the Water Control Manuals that direct flows for the Apalachicola River and Bay.

Other work the RCSC has in progress is to prepare an Application that will be uploaded to the RESTORE portal at the Florida Department of Environmental Protection, that if funded, the proposed project would result in the preparation of a comprehensive Apalachicola Watershed Recovery and Management Plan. We have also supported and funded a beginning for the project through the Florida Wildlife Commission 2016 Legislative budget process. Together with these activities, the Governors talking again, a new Bill in the US Congress supporting flows for the Apalachicola River and recent rains these are the most interesting and hopeful times in the ACF water issues in a while. When you have the chance with others please support and direct them to the SWMP.

Your RCSC meets generally quarterly, and at other times, before governing board meetings of the ACF Stakeholders, Inc. to prepare and support the RCSC membership and the Apalachicola Sub-basin Caucus for those meetings held throughout the ACF basin. Your support of the RCSC has been invaluable to our Caucus to develop this SWMP. It could not have been done without you!

Following the passage of the RCSC Compact Agreement in 2012 the RCSC has established and adopted bylaws and entered into an administrative agreement with the Apalachee Regional Planning Council for organizational and administrative support. **The Riparian County Stakeholder Coalition realizes a critical need to work together to present a unified and single voice to support any and all activities needed to maintain the Apalachicola River's comprehensive values to its citizens, its counties and the State of Florida.**

For further information please don't hesitate to contact C. Chadwick Taylor at 850-526-0176, cct@phonl.com or Janice Watson at 850-488-6211 ext.103, JWatson@thearpc.com.



Riparian County Stakeholder Coalition (RCSC)

Chad Taylor, Coordinator

TO: The Hon. Ward McDaniel, Chairman
Gulf County Board of Commissioners

FROM: Chad Taylor
RCSC Coordinator

DATE: June 19, 2015

SUBJECT: Fiscal Year 2015-2016 Budget Request

Attached is the formal request for Gulf County's continued support for the Riparian County Stakeholder Coalition (RCSC). Included is the FY 15/16 Budget for the RCSC.

You and Charles Nunnery currently serve as Gulf County's representatives on the RCSC. This month a huge success was achieved by the Apalachicola/Chattahoochee/Flint (ACF) Stakeholders, Inc. in its consensus approval of the ACF Sustainable Water Management Plan (SWMP). This could have never been possible without the on-going support of the Riparian County Stakeholder Coalition by the Gulf County Board of Commissioners.

The work of the RCSC for 2015/16 begins the implementation of the SWMP that includes the establishment of a Transboundary Water Management Institution that has the potential to end the "water war" and secure the necessary flows to protect the Apalachicola River and Bay. The RCSC has contracted for an RCSC application to be prepared and uploaded to the RESTORE portal at the FL Dept. of Environmental Protection and continues to work through the FL Wildlife Commission on the development of a comprehensive Watershed Recovery and Management Plan for the River and Bay. I will be attending a Commission meeting in the near future and will be providing you and your fellow Commissioners with a copy of the SWMP and the RCSC Annual Report.

Thank you again for your continued support of the RCSC.

cc: Don Butler, Gulf County Administrator

**RIPARIAN COUNTY STAKEHOLDERS COALITION
FISCAL YEAR 2015-2016 PROPOSED BUDGET**

OPERATING BUDGET

REVENUE Anticipated for FY 15/16

		<u>EXPLANATION AND JUSTIFICATION</u>
Calhoun County	5,000	RCSC Member Share
Franklin County	5,000	RCSC Member Share
Gadsden County	5,000	RCSC Member Share
Gulf County	5,000	RCSC Member Share
Liberty County	5,000	RCSC Member Share
Jackson County	5,000	RCSC Member Share
TOTAL OPERATING REVENUE	<u>\$30,000</u>	

PROPOSED EXPENSES:

*Coordination	23,000	* See <u>Descriptive Notes listed Below:</u>
**Administration	5,000	**ARPC - Supporting/Fiscal Agent
***Travel & Misc Expenses	2,000	***Coordination travel, supplies, and
TOTAL OPERATION EXPENSE	<u>\$30,000</u>	other related expenses

*** Descriptive Notes:**

Coordination Efforts

- √ Organize and coordinate meetings of the RCSC;
- √ Develop agendas, position summaries, and reports;
- √ Expand Riparian Counties' participation in support of the ACFS Apalachicola Sub-Basin Caucus;
- √ Prepare periodic Progress Reports to the Six (6) Riparian Counties;
- √ Pursue and Implement programs and activities necessary to fully accomplish the Purpose and Goal of the RCSC;
- √ Pursue additional funding through the BP RESTORE Act for the implementation of the ACFS Sustainable Water Management Plan
- √ Assist the ACF in the implementation of the SWMP
- √ Other appropriate tasks as identified by members of RCSC.

Riparian County Stakeholder Coalition

C/o Apalachee Regional Planning Council

2507 Callaway Road, Suite 200

Tallahassee, FL 32303

June 22, 2015

Dear Friends and Neighbors:

Re ACF Sustainable Water Management Plan

The Riparian County Stakeholder Coalition (RCSC) is pleased to provide you with this Sustainable Water Management Plan (SWMP) for the Apalachicola, Chattahoochee, Flint (ACF) River Basin prepared by the ACF Stakeholders, Inc. (ACFS). This Plan could not have been developed without the support and funding of the six Board of County Commissions of the Apalachicola River riparian counties in Florida that formed the RCSC in 2007; Jackson, Gadsden, Calhoun, Liberty, Gulf and Franklin. We also want to thank our fellow Stakeholders throughout the ACF Basin and others, funders, State and Federal Stakeholders and Consultants that have joined and supported our enterprise and journey together over more than five years and express our desire to continue to work together.

The Plan is probably the best single document to understand the ACF Basin and the potential solutions to our challenges, and includes recommendations in Chapter Six. Please also look carefully at Appendix B that provides specific Stakeholder Perspectives not subject to the consensus based approval of the Plan but included by consensus in the Plan. The Plan includes a recommendation for establishment of a Transboundary Water Management Institution (TWMI) joining the three States, the Federal Government and the ACF Basin Stakeholders going forward to implement the SWMP. Attached at the end we have included the Phase IV Study of TWMI Options prepared for the ACFS by The University Collaborative (TUC) (Univ. of Fla., Univ. of Ga., Fla. State University, Auburn and Albany State Univ.) that recommends the TWMI. You can also download the SWMP, the TWMI Study and supporting documents at www.acfstakeholders.org.

Using the best available, commonly accepted data and science to work from creates understanding and provides for discussion not otherwise possible. Using an ACF Basin-wide/watershed approach, collaborative, facilitated transparent process, structure and commitment has been the key to our potential success. For ACFS Adaptive Management has been and must continue to be a component for both the Basin and the process over the years into the future. To that end we offer you this Sustainable Water Management Plan. Please pass it on!

For further information please contact C. Chadwick Taylor, RCSC Coordinator, at 850-526-0176, cct@phonl.com or Janice Watson at 850-488-6211 ext.103, JWatson@thearpc.com.