

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>APRIL 28, 2015</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order . . . . .		9:00 a.m.
2. Consent Agenda . . . . .		1-55
3. County Staff Business		
4. Attorney Michael Spellman – County Redistricting		
5. FL Department of Transportation – FL Transportation Plan Update		
6. Board Business		
7. Second Public Hearing – Ordinance – Recreational Vehicles . . . . .		56-57
8. Public Discussion		

**F.S. 286.0105:**

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

# CONSENT AGENDA

April 28, 2015

1. Minutes – March 10, 2015 – Regular Meeting . . . . . 1-9
2. Agreement – FL Department of Environmental Protection (Amendment #1 \*  
St. Joseph Peninsula Beach Restoration Project \*  
#13GU2) . . . . . 10-45
3. Appointment – Career Source Gulf Coast (L. Christy McElroy \* Board Member  
& Nominating Organization for Appointments) . . . . . 46-48  
  
– County Administrator (Brett Lowry \* Gulf County Floodplain  
Administrator) . . . . . 49
4. Inventory – Detention & Corrections (Junk #75-107 \* Snapper Mower \*  
Serial Number 21414219 \* #75-158 \* Ice Machine  
Replaced \* Serial Number CME509AE \* #75-116  
\* Snapper Mower \* Serial Number 31262419 \*  
#75-131 \* Scag Mower \* Serial Number 9010025 \*  
#75-133 \* Mower \* Serial Number 41131834 \*  
#75-134 \* Snapper Mower \* Serial Number  
50125720 \* #75-175 \* Trimstar Mower \* Serial  
Number 09090237) . . . . . 50-51  
  
– Public Works (Junk & Request to Sell #100-430 \* 1993 Ford  
F150 \* Vin #1FTDF15Y6PNB16742 \* #100-433 \*  
1994 Ford F150 \* Vin #2FTEF15Y3RCA78335 \*  
#100-484 \* 1994 Ford F150 \* Vin #1FTEF14YORN-  
A70589 \* #75-59 \* 1999 Ford E350 \* Vin #1FBSS-  
31S1XHA13702 \* 100-378 \* 1988 GMC Flatbed \*  
Vin #1GDG6D1F2JV533958 \* 75-62 \* 1998 Ford  
F350 \* Vin #1FBSS31S8XHA13079 \* #75-61 \* 1999  
Ford E350 \* Vin #1FBSS31SOXHA13075 \* #1-130-  
152 \* 1993 Ford Van \* Vin #1FMEE11YZPHA69801 \*  
#1-100-547 \* 1988 GMC Boom \* Vin #1GDE6D1B2-  
JV506151 \* #100-403 \* 1991 Molden Asphalt Spreader  
Serial Number 4-12-81-166 \* 6½x16 Dual Axle \* 8x20  
3 Axle with Ramps \* 6½ x16 Dual Axle \* 5x8 Single  
Axle \* 5x10 Single Axle \* 4x8 Single Axle) . . . . . 52-53  
  
– State Attorney (Surplus #23007 \* Optiplex 760 Computer \* Serial  
Number 7BHV5J1 \* #23008 \* Latitude E5500 Computer  
\* Serial Number JZDNXG1 \* 23009 \* Latitude E5500  
Computer \* Serial Number 10FNXG1) . . . . . 54
5. Request for Funds – Gulf County Sheriff's Office (November, 2014 & April,  
2015 Beach Patrol \* \$3,703.14) . . . . . 55

**MARCH 10, 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, Emergency Management Director Marshall Nelson, 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's Department Captain Chris Buchanan, Sheriff's Department Lieutenant Tim Wood, Tax Collector Shirley Jenkins, and Veterans' Service Officer Joe Paul.

Sheriff's Department Captain Buchanan 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 or Information Packet. There being no public comment, Commissioner Yeager stated he would abstain from Item #5 (Pages 18-19) of the Consent for the awarding of Bid #1415-08 to Preble-Rish, Inc. Commissioner McLemore motioned to accept the Consent Agenda and Information Packet. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4-0, with Commissioner Yeager abstaining due to having a working relationship with Preble-Rish, Inc., <FORM 8B on File in the Clerk's Office> as follows:

1. Minutes – January 13, 2015 – Regular Meeting
2. Approval of Checks and warrants for February, 2015 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – FL Fish & Wildlife Conservation Commission (Amendment #3 \* HCP Grant Extension \* #13023-A3)

- 4. Appointment – Blue Ribbon Committee (Beach Nourishment - Jill Davis \* Buddy Croft \* Penny Easton \* Vince Bishop \* Warren Yeager \* Don Butler \* Michael L. Hammond \* Jeremy Novak \* Sherry Herring)
- 5. Bid Award #1415-08 – Consultant Services for Design of the David B. Langston Drive Sidewalk Project (Preble-Rish, Inc. (only bidder) \* not to exceed \$9,130.00)
- 6. Budget Amendment #5 – General Fund (Amend FY2014-15 Budget for General Fund to fund special elections cost and move existing budgets to the appropriate line items), as follows:

**BUDGET AMENDMENT #5**

Amend the FY2014-2015 Budget for General Fund to fund special elections cost and move existing budgets to the appropriate line items. The BOCC approved to fund \$4,000 in unanticipated elections cost for the MSTU Bond referendum scheduled for May 18, 2015 at the 2/19/2015 Special Meeting. The Supervisor of Elections Office does not currently foresee the need for capital funding related to elections and has approved a line-item amendment at this time. If capital needs do arise prior to the end of the fiscal year, additional amendments will be requested, but not to exceed \$4,000 without additional approval. Additionally, the existing postage budget was paid as a Transfer vs. a direct expense, requiring a budget amendment to align the budget with actual expenditures.

**GENERAL FUND**

	Original Budget	Increase	Decrease	Amended Budget
<b><i>Supervisor of Elections:</i></b>				
24119-42000 Postage	\$675	\$0	\$675	\$0
24119-64001 Equipment > \$5,000	\$4,963	\$0	\$4,000	\$963
24119-91000 Bgt/Tfr-Election Exp.	\$29,600	\$4,675	\$0	\$34,275

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 10th day of March, 2015.  
(End)

#6 – General Fund & Public Works (Amend FY2014-15 Budget for General Fund and Public Works Fund), as follows:

**BUDGET AMENDMENT #6**

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. 1) The BOCC approved the \$22,000

agreement with Evergreen Solutions, LLC dated 12/8/2014 for a pay study that is being paid from Risk Management/Human Resources. 2) Facility Maintenance purchased an air conditioning unit for the Jail in the amount of \$4,800. 3) The BOCC approved the \$10,000 repair of an ambulance involved in an auto accident with an uninsured motorist at the 1/27/15 regular meeting.

### GENERAL FUND

	Original Budget	Increase	Decrease	Amended Budget
<b>Risk Management/Human Resources:</b>				
22513-31000 Professional Services	\$500	\$22,000	\$0	\$22,500
<b>EMS Department-Gulf County:</b>				
51626-46200 Rep. & Maint: Equip.	\$15,000	\$10,000	\$0	\$25,000
<b>Transfers Out:</b>				
21181-92000 Intra-Fund Tfr Out	\$2,830,951	\$4,800	\$0	\$2,835,751
<b>Reserves:</b>				
99984-95002 Rsv for Infrast. Fd	\$171,148	\$0	\$36,800	\$134,348

### PUBLIC WORKS FUND

<b>Transfers In:</b>				
104381-92000 Intra-Fund Tfr In	\$3,030,951	\$4,800	\$0	\$3,035,751
<b>Facility Maintenance-Gen Gov:</b>				
28151911-64000 Equipment	\$2,900	\$4,800	\$0	\$7,700

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 10th day of March, 2015.

(End)

7. Grant – FL Department of Environmental Protection (2014-15 Small County Consolidated Solid Waste Grant Agreement \* #512SC \* \$90,909.00)
8. Invoice – MRD Associates, Inc. – St. Joseph Peninsula Post-Construction Physical Monitoring Services (Invoice #1697 \* \$14,923.09 \* Project #14-210)
9. Letter – SHIP Award (Mary L. Allen \* Rehabilitation Assistance)  
– Support (North FL Child Development, Inc. \* Grant Application)
10. Refund Request – Gulf County Tax Collector (Parcel ID#06269-319R \* \$152.72)

11. Request for Funds – Gulf County Sheriff’s Office (The Little Peoples Guide to the Big World Books \* \$254.92)
12. Resolution – Alternative Funding for Americus Avenue Ditch Outfall Project, as follows:

**RESOLUTION NO. 2014-04**

**AUTHORIZING AND SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION ALTERNATIVES FUNDING FOR AMERICUS AVENUE DITCH OUTFALL PROJECT.**

**WHEREAS**, the Gulf County Board of County Commissioners desires to improve and enhance the Americus Avenue Ditch Outfall between Americus Avenue and US-98/SR-30 in Gulf County; and

**WHEREAS**, the Gulf County Board of County Commissioners has received comments in support of completing this project for health and safety reasons, as well as to provide a place for recreation in the St. Joe Beach area;

**NOW, THEREFORE, BE IT RESOLVED** by the Gulf County Board of County Commissioners that the Chairman, Chief Administrator, or Grant Coordinator representative hereby be authorized to submit any and all necessary documents on behalf of Gulf County for the Americus Avenue Ditch outfall enhancement project.

**APPROVED** this 10<sup>th</sup> day of March, 2015.  
(End)

**APPOINTEE – FEDERAL QUALIFIED HEALTH CENTER**

Chief Administrator Butler reported that Federal Qualified Health Center (F.Q.H.C.) may be leaving the Health Department and going to another provider. Upon recommendation by Chief Administrator Butler, Commissioner Yeager motioned to appoint Chairman McDaniel to serve on the committee regarding F.Q.H.C. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

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

Following discussion by Chief Administrator Butler, Commissioner Yeager motioned to submit a letter of support to Florida Department of State Division of Historical Resources regarding the Cape San Blas Lighthouse. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

### **LIMITED MAINTENANCE AGREEMENT – DESERET RANCHES**

After discussion by Chief Administrator Butler, Mosquito Control Director Cothran discussed drainage ditches in Gulf Aire and Five Acre Farms; reporting that Deseret Ranches purchased properties from The St. Joe Company and need to obtain a limited maintenance agreement. Commissioner Bryan motion to approve the Limited Maintenance Agreement with Deseret Ranches. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

### **ROAD BOND – GAS TAX**

Chief Administrator Butler discussed the Gas Tax Road Bond; stating that the intent is to not extend the current term and to use the same revenue stream to pay the new debt if the Board agrees to the road bond. Assistant Administrator Hammond discussed maintaining the amount to Five (5) million and not commit all of the Gas Tax money. He reported that the term will not be extended, it is a twenty (20) year deal, and by refunding the 2006 Gas Tax Bond; noting the County will be refunded the non-gas tax pledge. Upon inquiry by Chairman McDaniel, Chief Administrator Butler stated that this will be shared with the municipalities. After discussion, Commissioner Yeager stated that he wants the one (1) million (non-gas tax pledge) to go into Reserves. Chief Administrator Butler reported that the terms would remain the same with the City of Wewahitchka receiving ten (10) percent and twenty-one (21) percent going to the City of Port St. Joe. After further discussion, Chief Administrator Butler discussed working on a priority road list for the Board to approve. Upon inquiry by Commissioner Bryan, Assistant Administrator Hammond reported that it would increase the payment up to \$400,000.00 more than what it is today. Upon inquiry by Commissioner Yeager, Assistant Administrator Hammond reported that the County would save over \$168,000.00 over the life of the bond (twenty years). After discussion, Commissioner McLemore motioned to move forward as discussed by Chief Administrator Butler and to bring back before the Board for consideration. Commissioner Quinn seconded the motion. After discussion by members of the Board, Chairman McDaniel called for public comment. There being no public comment, the motion passed 4-1, with Commissioner Bryan voting no.

### **RECREATIONAL VEHICLE ORDINANCE**

County Attorney Novak discussed the maps displayed in the Board Room and the proposed changes to the Recreational Vehicle (RV) Ordinance. After further discussion by County Attorney Novak, Commissioner Yeager motioned to proceed with the process of amending the language of the RV Ordinance. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. County Attorney Novak reported that the proposed amended recreational vehicle ordinance will address RV Parks and rental RVs. There being no public comment, the motion then passed unanimously.

### **BEACH DRIVING PERMITS / BEACH DRIVING ORDINANCE**

County Attorney Novak stated that he has meet with Tax Collector Jenkins regarding the affidavit and application for beach driving permits. After discussion, Commissioner Yeager motioned to allow three (3) beach driving permits per household and ten (10) for commercial beach driving permit. Commissioner McLemore seconded the motion. After

further discussion, Commissioner Yeager included in his motion to sell the commercial beach driving permits for \$100.00 per vehicle. Commissioner McLemore stated his second stands. Chairman McDaniel called for public comment. Pat Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding commercial golf carts being driven by children on the beach and defining what is a commercial vehicle. County Attorney Novak discussed the documentation that has to be submitted to obtain commercial beach driving permits. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

#### **PROPERTY PERMIT / LEAVE NO TRACE ORDINANCE**

Upon recommendation by County Attorney Novak, Commissioner Bryan motioned to issue ten (10) beach tags for beachfront owners at no cost to the resident per year and businesses pay \$50.00 per commercial beach tag limited to fifteen (15) per business. Commissioner Yeager seconded the motion for discussion. After further discussion, Commissioner Bryan withdrew her motion. After discussion, the Board agreed to table this matter for further review. T.D.C. Director Jenkins appeared before the Board to discuss her concerns regarding Spring Break and the Ordinance is in effect.

#### **YARD DEBRIS – ROADSIDE PICKUP**

Mosquito Control Director Cothran reported that the limb trucks are on the last go-round for yard debris pickup; reporting that both limb trucks are currently working in District I. Commissioner McLemore discussed notifying the public that yard debris can no longer be placed on the roadside for pickup.

#### **GRANT – SMALL COUNTY CONSOLIDATED SOLID WASTE**

Solid Waste Director Danford appeared before the Board to request the Board approve the Small County Solid Waste Grant. Clerk Norris noted that the grant was approved in today's Consent Agenda.

#### **ADVERTISE FOR SEALED BIDS – FIVE POINTS LANDFILL CLOSURE**

Solid Waste Director Danford requested permission to advertise to receive sealed bids for equipment and manpower regarding the Five Points Landfill closure. Upon inquiry by Commissioner McLemore, Solid Waste Director Danford stated that the equipment need would be approximately 18-yard dump trucks, large excavators, one or two D8 Dozers. After discussion, Commissioner McLemore motioned to advertise to receive sealed bids for equipment and manpower for the closure of Five Points Landfill. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4-0, with Commissioner Yeager abstaining due to having a working relationship with Preble-Rish, Inc., <FORM 8B on File in the Clerk's Office>.

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

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

**MONTHLY REPORT – GULF COUNTY T.D.C.**

T.D.C. Director Jenkins appeared before the Board to present the February, 2015 T.D.C. Status Report.

**FILM COMMISSION – GULF COUNTY T.D.C.**

Following discussion by T.D.C. Director Jenkins, Commissioner Yeager motioned to allow the Gulf County T.D.C. to act as the Gulf County Florida Film Commission. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**PURCHASE MAGNETS – LEAVE NO TRACE ORDINANCE**

Following discussion by T.D.C. Director Jenkins, Commissioner Yeager motioned to proceed with the purchase of magnets for the lodging establishment to be placed on refrigerators that highlight points regarding the Leave No Trace Ordinance. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**REPORT – PARK FUNDS**

T.D.C. Director Jenkins discussed the District Parks Recreation Fund monthly balance sheet.

**GRANT – NATURAL RESOURCE DAMAGE ASSESSMENT**

T.D.C. Director Jenkins discussed an educational program funded through Natural Resource Damage Assessment which is managed by Florida Fish and Wildlife Commission; stating that the information will be placed on the Visit Gulf website and in the kiosks for educational purposes. Commissioner Yeager requested that the boaters be included in the buoy program at the Bay.

**AMENDED AGREEMENT – EVERGREEN SOLUTIONS**

Following discussion by Deputy Administrator Lanier, Commissioner Yeager motioned to extend the contract with Evergreen Solutions, expiring June 30, 2015. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**REDISTRICTING / COUNTY-WIDE VOTING**

Commissioner Bryan inquired about the progress of Redistricting and County-wide voting. County Attorney Novak reported that he has a meeting with Mr. Spellman on Thursday (March 12, 2015) and will provide an update after they meet.

**MEETING – BUDGET COMMITTEE**

Upon inquiry by Commissioner Bryan, Assistant Administrator Lanier stated that there is a Staff meeting tomorrow at 9:00 a.m., E.T. in the E.O.C. Building to discuss the budget.

**WARRANTY DEED – SMITH**

After discussion, Commissioner Yeager motioned to accept and record the Warranty Deed from Ellis Smith, Jr. (Section 31, Township 6 South, Range 11 West). Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4-1, with Commissioner Bryan voting no.

**BEACH NOURISHMENT – DEPARTMENT OF TRANSPORTATION**

Commissioner Yeager reported that D.O.T. will be participating in the beach nourishment at the Stumphole.

**MEETING – REPRESENTATIVES**

Commissioner Yeager discussed his meetings in Tallahassee with Senator Montford and Representative Beshears regarding The Port and the beach restoration request for four (4) million dollars.

**NOTICE OF FUNDING AVAILABILITY**

Chief Administrator Butler discussed bringing potential road projects before the Board at the next meeting; reporting that for the S.C.O.P. we need a big project to submit on the grant application.

**ESTUARY PROTECTION**

Chairman McDaniel called Darryl Boudreau to appear before the Board to speak on estuary protection. Mr. Boudreau was not present.

**BP LITIGATION UPDATE**

Rhon Jones, of Beasley Allen Law Firm appeared before the Board to report that the Federal Judge in New Orleans has concluded the trial as to the Clean Water Act; stating that the Court has not ruled on the penalty yet. He stated that the Court has implied that they want to conclude this ruling and a few other things before releasing all the local and State Government claims.

**GULF COUNTY E.D.C.**

E.D.C. Chairman Christy McElroy appeared before the Board to request permission to work with Chief Administrator Butler and the Cities to develop a comprehensive incentive package and for the Board to support Carrier Source as a point of contact. Commissioner Yeager stated that he is good with both of those requests and directed Chief Administrator Butler provide the Board with a proposed incentive package to review. After discussion, Commissioner Yeager motioned to allow E.D.C. Chairman McElroy additional time to speak. Commissioner Quinn seconded the motion. Chairman McDaniel directed the Clerk to add five (5) minutes to the clock. E.D.C. Chairman McElroy reported that The St. Joe Company has turned over properties to the E.D.C.; stating they are working to get this on the Enterprise Florida, Inc. (E.F.I.) website. She also reported that the City of Port St. Joe turned over properties to E.D.C.

E.D.C. Chairman McElroy provided a monthly status update to the Board regarding the E.D.C.

**EASTER BASKET – GULF COUNTY SHERIFF’S DEPARTMENT**

Pat Hardman, of Port St. Joe appeared before the Board to state that the Sheriff’s Department needs 200 baskets for Easter which will be given throughout the County. She encouraged the Board to donate a basket; reporting that drop off sites are at the Sheriff’s Department, Country Golf Club, South Gulf County Fire Department, or her office in Simons Bayou.

**MEETING – WASHINGTON, D.C.**

Upon inquiry by Pat Hardman, Chairman McDaniel discussed the meetings in Washington, D.C. Commissioner Yeager discussed meeting with Department of Interior; reporting they have agreed to do a technical review.

**NACO MEMBERS**

Commissioner Yeager discussed the members of NACo; reporting that every County in the State of Florida is a member of NACo.

**MEETING – HILL THOMAS**

Upon inquiry by Chairman McDaniel, Commissioner Yeager discussed meeting with Legislative Director Hill Thomas; reporting that Mr. Hill was supportive.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 10:39 a.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

**From:** Don Butler <dbutler@gulfcounty-fl.gov>  
**Sent:** Tuesday, February 17, 2015 11:00 AM  
**To:** tkopinsky@gulfcounty-fl.gov; 'Lynn Lanier'  
**Subject:** FW: 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project  
**Attachments:** 13GU1\_A1-St. Joseph Penninsula Beach Restoration Project.pdf

**From:** Florko, Catherine [mailto:Catherine.Florko@dep.state.fl.us]  
**Sent:** Monday, May 12, 2014 10:54 AM  
**To:** Don Butler (dbutler@gulfcounty-fl.gov)  
**Cc:** Acevedo, Arlene; Michael Dombrowski  
**Subject:** FW: 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project

Hi Don,

The email would not go through for Arlene. Here is the proposed amendment. Michael help a lot!

Catherine

**From:** Acevedo, Arlene  
**Sent:** Monday, May 12, 2014 10:47 AM  
**To:** Don Butler (dbutler@gulfcounty-fl.gov)  
**Cc:** Florko, Catherine; VanLandingham, Dena  
**Subject:** 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project

Mr. Butler:

*should be 13GU2, - A1 (28)*

RE: Execution of Project Agreement ~~13GU1\_A1~~-St. Joseph Peninsula Beach Restoration Project:

Please find attached an original Agreement for your review. If you find this document to be in order, please print one (1) original agreement (single side), sign and date as appropriate and return the original to the address below within five (5) working days following completion of your internal review. Once signed by the Department, an original will be returned to you for your records. Failure to execute and return the original to the Department in a timely manner may result in future payment delays, rejected billings or the possible reversion of funds intended for this project.

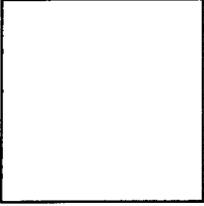
Should you have any questions please contact Dena VanLandingham, Grant Administrator at 850.245.7692 or email her at [Dena.VanLandingham@dep.state.fl.us](mailto:Dena.VanLandingham@dep.state.fl.us)

Mailing address:  
Department of Environmental Protection  
Beach Management Funding Assistance Program  
2600 Blair Stone Road, MS 3554  
Tallahassee, Florida 32399

*Please place in  
Consent Agenda  
for 4/28/15*

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
15 APR 22 AM 11:34

CONSENT **10**  
DATE 4/28/15 LL



**AMENDMENT No. 1**  
**DEP AGREEMENT No: 13GU2**  
 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF WATER RESOURCE MANAGEMENT  
 BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
 STATE OF FLORIDA  
 GRANT AGREEMENT FOR  
**ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT**

THIS AGREEMENT was entered into on the 30<sup>th</sup> day of October, 2013, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399, and GULF COUNTY, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 1000 Cicil G. Costin Blvd. Room 302, Port St. Joe, Florida, 32456, for the project described herein.

WHEREAS, the LOCAL SPONSOR has requested and the DEPARTMENT has agreed to add funds that were appropriated in Fiscal Year 2014-2015 for design engineering services and extend the expiration date of this agreement to allow the additional time required for the successful completion of the scopes of work;

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

- Paragraphs 1 through 45 are hereby deleted in their entirety and replaced with the following:
  1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
  2. This Agreement shall begin on the last date executed and end on **February 15, 2018**. Pursuant to Section 161.101 (18), Florida Statutes, and 62B-36.009, Florida Administrative Code, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after September 10, 2013, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be amended to close out the Agreement.
  3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
  4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
  5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.

6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of beach and dune nourishment along 7.3 miles of Gulf shoreline between DEP monuments R67 and R105.5 on St. Joseph Peninsula. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. For tasks, as specified in Table 1 below and in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

**TABLE 1**  
**Eligible Project**

<b>Task #</b>	<b>Eligible Project Tasks</b>	<b>State Cost Share (%)</b>	<b>Federal Estimated Project Costs</b>	<b>DEP</b>	<b>Local</b>	<b>Total</b>
<b>2.0</b>	<b>Design</b>					
2.1	Data Collection & Analysis	35.49%		\$73,219.42	\$133,090.58	<b>\$206,310.00</b>
2.2	Alternative Design Development & Evaluation	35.49%		\$20,694.22	\$37,615.78	<b>\$58,310.00</b>
2.3	Meetings and Presentations	35.49%		\$2,221.67	\$4,038.33	<b>\$6,260.00</b>
2.4	Preliminary Design	35.49%		\$7,044.77	\$12,805.24	<b>\$19,850.00</b>
2.5	Geotechnical Investigation	35.49%		\$119,907.93	\$217,956.07	<b>\$337,864.00</b>
2.6	Permitting and Design	35.49%		\$64,467.59	\$117,182.42	<b>\$181,650.00</b>
	Subtotal			\$287,555.60	\$522,688.40	<b>\$810,244.00</b>
	<b>TOTAL PROJECT COSTS</b>			<b>\$287,555.60</b>	<b>\$522,688.40</b>	<b>\$810,244.00</b>

- B. Changes in PROJECT costs that transfer funds from one task to another or that increase or decrease the total funding amount shall require a formal amendment to the Agreement.
9. The DEPARTMENT has determined that 70.97 percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$287,555.60 for this PROJECT or up to 35.49 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.
10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.

11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for a 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.
13.
  - A. In accordance with Section 216.181(16)(b), Florida Statutes, the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of **Attachment C (Advance Payment Justification Form)**, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible studies and project construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.
  - B. If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds on the dates identified in paragraph 16.
  - C. **Attachment D (Advance Payment – Interest Earned Memorandum)**, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that authorized an advance payment. The DEPARTMENT's Grant Program Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) days following each quarter as set forth under this Agreement. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.
  - D. The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional

requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Program Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Program Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.

14. As consideration for the satisfactory completion of the eligible work identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment E (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment F (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Scope of Work. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
15. The DEPARTMENT's Project Manager shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).
16. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment F (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Word .doc or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for

a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.

17. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment G (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
18. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
19. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
20. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
21.
  - A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
  - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or overnight courier to the address set forth in this Agreement.
22. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
  - B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR

shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.

- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

23. Any notices between the parties shall be considered delivered by email, overnight courier or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR

Don Butler  
Gulf County  
1000 Cicil G. Costin Blvd. Room 302  
Port St. Joe, Florida 32456  
(850) 229-6111  
dbutler@gulfcounty-fl.gov

DEPARTMENT

Dena VanLandingham, Grant Program Administrator  
Department of Environmental Protection  
Beach Management Funding Assistance Program  
2600 Blair Stone Road, MS 3554  
Tallahassee, Florida 32399  
(850) 245-7692  
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 24 must be reduced to writing in the form of an email notification.

24. The LOCAL SPONSOR's Project Manager for all matters is Don Butler, Phone: (850) 229-6111. The DEPARTMENT's Project Manager for all technical matters is Thomas J. Edwards, Phone: (850) 245-7683 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-7692.
25. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

26. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
27. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment H (Special Audit Requirements)**, attached hereto and made a part hereof. Exhibit 1 to Attachment H summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment H. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/245-7692, to request a copy of the updated information.
- B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

28. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
29. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
32. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
33. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.
34. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
35. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
36. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
37. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the

LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.

- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
38. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes.
1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
  3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.

- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
39. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
40. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
41. The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a modification of deliverable due dates when such change does not involve an extension of contract, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
42. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
43. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
44. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued

under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

45. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

GULF COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: County Administrator

By: \_\_\_\_\_  
Department of Environmental Protection  
Secretary or designee

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

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

FEID No. 59-6000627

\_\_\_\_\_  
Department of Environmental Protection  
Grant Program Administrator

APPROVED as to form and legality:

\_\_\_\_\_  
Local Sponsor's Attorney  
(if necessary)

\_\_\_\_\_  
Department of Environmental Protection  
Attorney

\*If someone other than the County Administrator signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (5 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Advanced Payment Justification Form (3 pages)
Attachment	D	Advanced Payment – Interest Earned Memorandum Sample (1 page)
Attachment	E	Contract Payment Requirements (1 page)
Attachment	F	Request For Payment, Parts I - IV (4 pages)
Attachment	G	Project Completion Certification (1 page)
Attachment	H	Special Audit Requirements (5 pages)

## ATTACHMENT A GRANT WORK PLAN

**Project Title:** St. Joseph Peninsula Beach Restoration Project.

**Project Location:** The project is on St. Joseph Peninsula between approximately DEP reference monuments R67-R105.5 in Gulf County, Florida.

**Project Background:** The St. Joseph Peninsula Beach Restoration project extends between R67 and R105.5 in Gulf County. The 7.5 mile project was constructed between March 2008 and January 2009 using 3,607,246 cubic yards of sand from an offshore borrow site.

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2014) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at <http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>. One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

### **Project Description:**

The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.

#### **2.0 Design**

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

**Performance Standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

#### **2.1 Existing Data Collection and Analysis**

Existing data will be collected, processed, and analyzed to be applied in the numerical and empirical modeling efforts for the design of the PROJECT.

Deliverable A: Report summarizing the findings of the existing data and analysis.

Total Cost: \$6,690 (DEP cost \$2,374.28).

Due Date: February 15, 2018.

#### ***Beach and Offshore Surveys***

Beach and offshore surveys for each monument and ½ - monument (R-88 to R-110 for a total of 45 profile lines) within the project limits will be performed for analysis and PROJECT design. Beach profiles shall begin at least 200 feet landward of the DEP (whole and ½) R-monument and extend seaward to approximate wading depth. Beach profiles shall be conducted using standard differential leveling techniques and equipment including an automatic level, 25-foot survey rod and 300-foot long fiberglass or composite survey chain and/or GPS/RTK techniques. Elevations shall be taken at a maximum of 10 foot intervals along each

profile line and at all grade breaks or material changes. Offshore profiles shall extend a minimum of 3,000 feet seaward of the R-monument and have adequate overlap with the seaward limit of the beach portion of the survey. Soundings shall be obtained at less than ten (10) foot intervals along the offshore profiles and be acquired using a survey launch with centrally located, hull-mounted transducer. Horizontal positioning shall be acquired via a “Real-Time-Kinematics” (RTK) positioning system. Soundings shall be obtained using an Odom Echotrack Thermal Depth Sounder/Recorder or equivalent. For merging the bathymetric data to horizontal position, as well as providing a means for online data collection and vessel guidance, the Coastal Oceanographics “Hypack” System shall be used. Upon completion of acquisition of the beach and offshore survey data, review and processing of data shall proceed as follows:

- a) Compute and tabulate horizontal and vertical positions for the beach profile data.
- b) Merge the beach/offshore data to form a continuous string of data on each profile line.
- c) Edit each profile line using a suitable editing program. Electronic spikes and/or other anomalies shall be removed and/or reconciled after comparison with fathometer charts.

Deliverable B: Report and electronic submittal of data for the first beach and offshore surveys.

Total Cost: \$40,615 (DEP cost \$14,414.26).

Due Date: February 15, 2018.

Deliverable C: Report and electronic submittal of data for the second beach and offshore surveys,

Total Cost: \$40,615 (DEP cost \$14,414.26).

Due Date: February 15, 2018.

#### ***Acoustic Doppler Current Profiler (ADCP)***

Shore perpendicular transects will be run at R-90.5, R-104, R-106 and R-108 from the shallow shoreline (as close as possible) out approximately 1,500 feet, and across the entrance to St. Joseph Bay to: 1) measure the corresponding time variation of the alongshore flow and current velocities; 2) based on simulated results estimate the potential sediment transport and influence of the current velocities on the documented erosion rates, sediment transport, and proposed coastal structures; 3) determine the ebb and flood discharge rates across the entrance; and, 4) calibrate and verify the numerical model. A bottom-mounted ADCP will also be used to: 1) measure variations in tidal currents and wave heights; and, 2) calibrate and verify the numerical models.

Deliverable D: A report summarizing the data and findings of the vessel and bottom-mounted ADCP data collection and analysis.

Total Cost: \$46,310 (DEP cost \$16,435.42).

Due Date: February 15, 2018.

#### ***Tidal Elevation Measurements***

Tidal gauges will be installed on two existing piles. The ADCP off of R103 will also be operational and recording data during a period of three (3) to four (4) months. The tidal data will be reduced and a time-series plot and table will be produced. In addition, the bottom-mounted ADCP will also collect tidal elevation data and will be set to a datum.

Deliverable E: A report summarizing the data and findings of the tidal elevation measurements data collection and analysis.

Total Cost: \$4,810 (DEP cost \$1,707.08).

Due Date: February 15, 2018.

### ***Numerical Modeling***

The numerical wave model CGWAVE (or MIKE SW) will simulate the interaction (refraction/diffraction) of waves and the proposed coastal structures. The data collected and analyzed in Task 2.1 through 2.4 will be used to develop the model grid, as input wave and tidal parameters, and to verify and calibrate the numerical models. The beach and offshore survey data will be merged with the NOAA bathymetry and previous monitoring surveys to develop a detailed model grid. The survey data will provide a detailed "nested grid" to simulate changes in wave climate and along shore currents for summer and winter nearshore conditions. The numerical modeling will be performed in accordance with "*Guidelines for Documenting Numerical Model Studies in Submittals to the FDEP Bureau of Beaches and Coastal Systems (BBCS)*, dated August 19, 2009".

Deliverable F: Report summarizing the findings of the numerical and empirical modeling.

Total Cost: \$37,770 (DEP cost \$13,404.57).

Due Date: February 15, 2018.

### ***Coastal Processes Analysis***

A comparative analysis of the current conditions and the previous monitoring surveys will be conducted including graphical representations of volumetric and shoreline position changes for the surveyed limits. Results shall be analyzed for patterns, trends, or changes for between annual surveys and cumulatively since the last monitoring survey and PROJECT construction. The presence and formation of beach cusps will be assessed through empirical methods. Numerical wave transformation model and CERC transport equation will be applied to simulate gross and net longshore transport potential and assist in the development of a Sediment Budget. The update to the sediment budget is critical in understanding the coastal processes along PROJECT shoreline, determine the cause of shoreline changes, determine where the eroded sand is transported and deposited, and assisting assessing the performance of the alternative designs.

Deliverable G: Report summarizing the data and findings of the coastal processes analysis.

Total Cost: \$29,500 (DEP cost \$10,469.55).

Due Date: February 15, 2018.

## **2.2 Alternative Design Development and Evaluation**

At a minimum, this task will include the following actions by the LOCAL SPONSOR's Coastal Engineer:

- 1) assess the range of profile and shoreline fluctuations, and shoreline evolution and response from the beach fill and coastal structures;
- 2) assess and develop conceptual sketches of the location, configuration, and general dimensions;
- 3) evaluate the performance of the alternatives based on varying storm intervals to optimize the design of the proposed structures to "anchor" the fill and reduce/minimize sand fill losses;
- 4) estimate performance and sand re-nourishment intervals;
- 5) evaluate morphological changes due to the presence of the structures based on numerical and empirical model results, and previous monitoring reports from other projects and predict the potential development of a salient/tombolo to optimize the protection of the beach from the local wave climate;
- 6) predict if the addition of the coastal structures and sand fill would increase wave focusing on nearby structures;
- 7) assess the potential downdrift (north and south of Stumphole) impacts, changes to the adjacent shorelines and Sediment Budget;
- 8) assess the potential benefits and impacts of the alternatives upon existing environmental resources typical of the area including, but not limited to, beach mice, nesting marine turtles, wading birds, sturgeon, manatees, sawfish, and submerged natural resources;
- 9) prepare a Preliminary Opinion of Probable Costs for each alternative design, and,
- 10) assess the performance and cost of the alternatives based on varying storm.

Deliverable A: Report summarizing the alternative design analysis.  
 Total Cost: \$58,310 (DEP cost \$20,694.22).  
 Due Date: February 15, 2018.

### 2.3 Meeting and Presentations

The LOCAL SPONSOR's Coastal Engineer will meet with the Regulatory (DEP and USACE) and Commenting (USFWS, FWC, NMF) Agencies to present the alternative designs to obtain comments on the alternative designs, if the proposed alternatives can be permitted and if necessary, any potential modifications to obtain the necessary permits. The LOCAL SPONSOR's Coastal Engineer will also meet with DEP Division of Water Resource Management (DWRM) staff. A presentation will be made to the LOCAL SPONSOR to summarize the results of this investigation. The goal of these meetings and presentations are to develop a consensus between all parties for the selection of a "preferred option" that will be cost-effective, permittable and eligible for State Funding.

Deliverable A: Summary of meetings and presentations.  
 Total Cost: \$6,260 (DEP cost \$2,221.67).  
 Due Date: February 15, 2018.

### 2.4 Preliminary Design

The "preferred option" will be advanced to preliminary design sufficient to prepare permit drawings, refine the Preliminary Opinion of Probable Costs, and develop preliminary (50%) Construction Drawings. The following will be completed:

- 1) refine the alternative design analysis for the selected "preferred option", if needed;
- 2) refine the analysis of the expected effect of the selected "preferred option" on the existing coastal system conditions and natural shoreline processes and, if necessary, refinement of the "preferred option" to minimize adverse effects on the littoral system;
- 3) the preliminary design of the rubble-mound structures will be based on the methodologies outlined in the USACE Coastal Engineering Manual (CEM), and other industry standards for the selection of a design wave height, orientation and configuration, dimensioning, core material, rock density and size, and settlement estimates.  
 If the "preferred option" is the adjustable permeable groins then the structures will be designed in accordance with the American Concrete Institute (ACI) codes;
- 4) refine the selected "preferred option" including location, configuration, size, and materials, if needed;
- 5) estimate the magnitude of potential scour along and at the ends of the proposed structure(s), and methods to reduce the impacts;
- 6) revise the Preliminary Opinion of Probable Costs for the preliminary design;
- 7) prepare a tentative schedule and project phasing plan, and,
- 8) describe the potential construction methods with the purpose of reducing project costs.

Deliverable A: Report and preliminary construction drawings summarizing the findings of the preliminary design.  
 Total Cost: \$19,850 (DEP cost \$7,044.77).  
 Due Date: February 15, 2018.

### 2.5 Geotechnical (Sand Source) Investigation

It is anticipated that the St. Joseph Peninsula beach project will need approximately 1.5 to 1.8 million cubic yards of beach quality sand for the first beach restoration project anticipated to be constructed in 2016. In order to determine sufficient quantities of beach quality material are present and compatible with the native beach, a geotechnical investigation is needed. The investigation will include developing a work plan,

conducting field and laboratory investigations, compatibility analysis and borrow area design, and submitting a final geotechnical (sand source) report.

Deliverable A: Geotechnical Investigation Work Plan and Final Report.

Total Cost: \$337,864 (DEP cost \$119,907.93).

Due Date: February 15, 2018.

## 2.6 Permitting and Design

Gulf County will prepare and submit a “Joint Application for Joint Coastal Permit, Authorization to Use Sovereign Submerged Lands, and Federal Dredge and Fill Permit”, Form 73-500 to DEP and USACE requesting permits and modified easements for the Project. A waiver of Construction Drawings and Specification will be made at time the permit application was submitted. The final design, Construction Drawings and Specifications will, in part, be prepared based on the Consolidated Notice of intent to Issue Joint Coastal Permit and Authorization to Use Sovereign Submerged lands, and Federal Dredge and Fill Permit.

Deliverable A: Responses to Requests for Additional Information, resulting in the Department issuance of the Notice of Application Completeness, and signed and sealed Construction Drawings and Technical Specifications.

Total Cost: \$181,650 (DEP cost \$64,467.59).

Due Date: February 15, 2018.

**NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Tasks are Contractual Services.**

**ATTACHMENT B**

**FUNDING ELIGIBILITY**

**ST. JOSEPH PENNINSULA BEACH RESTORATION**

Project Boundary: R67-R105.5.  
 Approximate Shoreline Length: 38,539 FEET

Location/Name	R- Mon	Type of Access	Width of Access/ Frontage (feet)	Total units or parking spaces	No. Public	Eligible shoreline (feet)
St. Joseph Peninsula State Park	R68.1- R77.3	Primary	8,675	100	100	9,853
Dune Drive	R80.8- R85.5	Primary	50	100	100	5,330 (overlap with Rish)
Rish State Park	R85.5- R89.4	Secondary	4,250	50	50	2,095 (overlap with Dune Drive)
Cape Palms	R89.4- R93.4	Primary	100	100	100	5,380 (overlap with Rish)
Buffer Preserve	R101.4- R105.6	Primary	10	100	100	4,595

Areas determined to be publicly accessible:

- 1000' north of R69 to 290' south of R77
- 130' north of R81 to 400' south of R93
- 100' south of R101 to 570' south of R105

Total eligible shoreline length: 27,353 FEET FEET  
 Total project shoreline length: 38,539 FEET FEET

**Percent eligible for State funding: 70.97%PERCENTAGE**

\* Primary accesses with bathrooms and at least 100 parking spaces

**ATTACHMENT C  
ADVANCE PAYMENT JUSTIFICATION FORM**

Required Signatures: **Original Ink**

Use of this form is not required unless the advance requested requires the prior approval of the Florida Department of Financial Services (DFS). For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior DFS approval.

A letter requesting advance payment from the recipient, on its letterhead, must be attached. The DEP Program Area should forward this information to the Contract Disbursements Section at MS 78. The Contract Disbursements Section will forward requests for advance payment to DFS for review and legislature consultation, as appropriate.

Name/Address of the Vendor/Recipient:			
Contact Person/Phone No.:			
Agreement No./Purchase Order No. (if known):			
Commodities/Services/Project Description:			
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)			
Value of Purchase or Grant:			
Advance Payment Amount Requested:			
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup	<input type="checkbox"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S.	<input type="checkbox"/> 216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:	

**1. Reason advance payment is required:**

**2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the DFS's Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.**

**A.** Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the DFS, Division of Treasury at 850/413-3165 regarding the current Treasury earnings rate.

B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

C. Identify the procurement method used to select the vendor.

**3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)**

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection  
Bureau of Finance and Accounting  
Receipts Section  
P.O. Box 3070  
Tallahassee, Florida 32315-3070

**3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.**

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
<b>Total:</b>				

**Certification Statement**

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

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

Type Name of Signatory: \_\_\_\_\_

Date

Title: Chief Financial Officer or designee

**DEP Program Area Review/Approval**

**Recommendation:**     **Approve Request**                       **Deny Request**

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

Type Name of Signatory: \_\_\_\_\_

Title:

Bureau:

Division:

## ATTACHMENT D

## ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM

“SAMPLE DOCUMENT”

TO: Dena VanLandingham, Beach Management Funding Assistance Program, MS#3554

FROM: Lydia Louis, Finance and Accounting Director, Bureau of Finance and Accounting, MS#78

DATE:

SUBJECT: Advance Payment – DEP Agreement No.: XXXX  
 BECP Project No.: XXXX  
 Interest Due to DEP: (Quarterly)

Pursuant to Section 216.181(16)(b), Florida Statutes, and paragraph 13 of the AGREEMENT, advance payments must be deposited into an interest bearing account until all funds have been depleted. In order to comply with this statute, advance approval of the State Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later twenty (20) days following each calendar quarter (i.e. January 20, April 20, July 20, and October 20.)**

	Advance funding disbursed ( <i>date of disbursement</i> )	\$ _____
1.	Advanced funds expended by contractor covering period of ( <i>agreement execution</i> ) to ( <i>end of most recent calendar qtr</i> )	\$ _____
2.	Balance advance funding principal available	\$ _____
3.	Interest earned on advanced funds covering period of ( <i>agreement execution</i> ) to ( <i>end of most recent calendar qtr</i> )	\$ _____
4.	Amount of interest paid to DEP as of ( <i>end of most recent calendar qtr</i> )	\$ _____
5.	Balance Due to DEP as of ( <i>end of most recent calendar qtr</i> )	\$ _____

\_\_\_\_\_  
 (Project Manager's Signature) (Date)

**Special Instructions:** If the grant/contract specifies that any accrued interest that is based upon a grant/contract advance payment(s) will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest.

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

The lines 1 and 2 reported amounts are on a cash basis for the advance payment principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

**ATTACHMENT E**  
**Florida Department of Environmental Protection**  
**DEP 55-219 Contract Payment Requirements**

**Required Signatures: No Signature**

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Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries	A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
(2) Fringe Benefits	Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
(3) Travel	Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
(4) Other direct costs	Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
(5) In-house charges	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
(6) Indirect costs	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm).

ATTACHMENT F

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

NAME OF PROJECT: St. Joseph Peninsula Beach Restoration Project

LOCAL SPONSOR: Gulf County

DEP Agreement Number: 13GU2

Billing Number: \_\_\_\_\_

Billing Type:  Interim Billing  Final Billing

**Costs Incurred This Payment Request:**

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

\*if applicable

**Cost Summary:**

State Funds Obligated \$ \_\_\_\_\_

Less Advance Pay \$ \_\_\_\_\_

Less Previous Payment \$ \_\_\_\_\_

Less Previous Retained \$ \_\_\_\_\_

Less This Payment \$ \_\_\_\_\_

Less This Retainage (10%) \$ \_\_\_\_\_

State Funds Remaining \$ \_\_\_\_\_

Local Funds Obligated \$ \_\_\_\_\_

Less Advance Pay \$ \_\_\_\_\_

Less Previous Credits \$ \_\_\_\_\_

Less This Credit \$ \_\_\_\_\_

Local Funds Remaining \$ \_\_\_\_\_

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REVISED REQUEST FOR PAYMENT – PART II**

Name of Project: \_\_\_\_\_ Billing Period (1): \_\_\_\_\_  
 Billing Number: \_\_\_\_\_ Person Completing Form & Telephone Number (2): \_\_\_\_\_  
 DEP Agreement Number: \_\_\_\_\_

**REIMBURSEMENT DETAIL**

Item #	Vendor Name	Invoice Number	Check Number	Deliverable Number (3)	Eligible Cost (4)	% Fed Share (5)	Federal Share of Invoice Amount (6)**	Non-Federal Share (7)	% State Share (8)	State Share (9)	Local Share (10)	Retainage Payment (11)	Withheld Retainage (12)	State Payment (13)
							-	-		\$0.00	0.00		0.00	0.00
<b>Sub-Totals:</b>					-									

**Total Due to Local Sponsor (14)** \_\_\_\_\_

- Form Instructions:
1. Billing Period: Should reflect invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
  2. Person to Contact for questions regarding items submitted on this form.
  3. Deliverable # Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.
  4. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
  5. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
  6. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
  7. Non-Federal Share: Eligible Cost (4) minus Federal Share of Invoiced Amount (6).
  8. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
  9. State Share: Multiply Non-Federal Share by State Share Percentage.
  10. Local Share: Subtract State Share from Non-Federal Share.
  11. Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
  12. Withheld Retainage: Multiply State Share by 10%.
  13. State Payment: Subtract Retainage from State Share.
  14. Total Due to Local Sponsor: Add Retainage Payment Total (11) to State Payment Total (13).
- Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-8222 or email at Janice.L.Simmons@dep.state.fl.us

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
PROJECT PROGRESS REPORT

NAME OF PROJECT: St. Joseph Peninsula Beach Restoration Project

LOCAL SPONSOR: Gulf County

DEP Agreement Number: 13GU2

Billing Number: \_\_\_\_\_

Report Period: \_\_\_\_\_

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task Eligible Project  
No: Item:  
2.0 DESIGN

2.1 Existing Data Collection and Analysis

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2 Alternative Design Development and Evaluation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.3 Meeting and Presentations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.4 Preliminary Design

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.5 Geotechnical (Sand Source) Investigation

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2.6 Permitting and Design

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
CERTIFICATION OF DISBURSEMENT REQUEST  
REQUEST FOR PAYMENT – PART IV

NAME OF PROJECT: St. Joseph Peninsula Beach Restoration Project

LOCAL SPONSOR: Gulf County

DEP Agreement Number: 13GU2

Billing Number: \_\_\_\_\_

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program’s approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

ATTACHMENT G

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
PROJECT COMPLETION CERTIFICATION

NAME OF PROJECT: St. Joseph Peninsula Beach Restoration Project

LOCAL SPONSOR: Gulf County

DEP Agreement Number: 13GU2

Task Completion

Project Completion

\*I hereby certify that the above mentioned project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

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Name of Project Manager

Signature of Project Manager

Date

## ATTACHMENT H



**Florida Department of Environmental Protection  
(SPECIAL AUDIT REQUIREMENTS)**

Required Signatures: ~~No Signature~~

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

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

#### AUDITS

#### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## ATTACHMENT H



**Florida Department of Environmental Protection  
(SPECIAL AUDIT REQUIREMENTS)**

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

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

## ATTACHMENT H



**Florida Department of Environmental Protection  
(SPECIAL AUDIT REQUIREMENTS)**

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32990-1450

## ATTACHMENT H



**Florida Department of Environmental Protection  
(SPECIAL AUDIT REQUIREMENTS)**

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
 Florida Department of Environmental Protection  
 Office of the Inspector General, MS 40  
 3900 Commonwealth Boulevard  
 Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**ATTACHMENT H**  
**Florida Department of Environmental Protection**  
**(SPECIAL AUDIT REQUIREMENTS)**

**EXHIBIT - I**

**FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**  
**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue GGA Line Item # 1669	2012-2013	37.003	Beach Management Funding Assistance Program	\$179,668	140126
Amendment # 1	Ecosystem Management and Restoration Trust Fund, GGA Line Item # 1653	2014-2015	37.003	Beach Management Funding Assistance Program	\$107,887.60	140126

Total Award      \$287,555.60

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



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

March 13, 2015

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

2015 APR -6 PM 3:11  
GULF COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

Dear Chairman McDaniel:

As a local workforce investment board, we are bound to comply with the Workforce Investment Act of 1998. This law requires membership of each local board to include representatives of economic development agencies. In addition to serving as a board member, the economic development agency in each county is also responsible for nominating representatives from local businesses to the board of county commissioners for appointment to our board.

Mr. Barry Sellers, former Executive Director of the Gulf County Economic Development Council, served on our Board of Directors representing economic development for Gulf County. This is to request that the Gulf County Board of Commissioners appoint L. Christy McElroy, Chairperson, of the Gulf County Economic Development Coalition to replace Mr. Sellers as a board member and serve as the nominating organization for appointments to our board.

Please let me know if additional information is desired. I may be reached at 850-913-3285 or via email at [kbodine@r4careersourcegc.com](mailto:kbodine@r4careersourcegc.com)

Yours truly,

Kimberly L. Bodine  
Executive Director

Attachment

FILED FOR  
REBECCA L. BODINE  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
15 APR 22 AM 11:34

Bob Swenk, Chair

John Reeves, Vice Chair

Kimberly L. Bodine, Executive Director

CONSENT  
DATE 4/28/15 LL

**Workforce Investment Act of 1998 Public Law 105-220**  
**SECTION 117 LOCAL WORKFORCE INVESTMENT BOARDS**

**(a) Establishment.** There shall be established in each local area of a State, and certified by the Governor of the State, a local workforce investment board, to set policy for the portion of the statewide workforce investment system within the local area (referred to in this title as a “local workforce investment system”).

**(b) Membership.**

(1) State criteria.—The Governor of the State, in partnership with the State board, shall establish criteria for use by chief elected officials in the local areas for appointment of members of the local boards in such local areas in accordance with the requirements of paragraph (2).

(2) Composition. – Such criteria shall require, at a minimum, that the membership of each local board --

(A) shall include -

(i) representatives of business in the local area, who -

(I) are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;

(II) represent businesses with employment opportunities that reflect the employment opportunities of the local area; and

(III) are appointed from among individuals nominated by local business organizations and business trade organizations;

(ii) representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;

(iii) representatives of labor organizations (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;

- (iv) representatives of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present);
- (v) representatives of economic development agencies, including private sector economic development entities; and
- (vi) representatives of each of the one-stop partners; and

(B) may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

- (3) Authority of board members. – Members of the board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities.
- (4) Majority. – A majority of the members of the local board shall be representatives described in paragraph (2) (A) (i).
- (5) Chairperson. – The local board shall elect a chairperson for the local board from among the representatives described in paragraph (2) (A) (i).

**(c) Appointment and Certification of Board. –**

- (1) Appointment of board members and assignment of responsibilities. –
  - (A) In general. – The chief elected official in a local area is authorized to appoint members of the local board for such area, in accordance with the State criteria established under subsection (b).

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.

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

15 APR 22 AM 11:34

April 14, 2015

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

Re: Gulf County Floodplain Administrator Recommendation

The following agencies require that the BOCC appoint a Floodplain Administrator when participating in the programs they offer.

Therefore, I recommend Brett Lowry, as Gulf County's Floodplain Administrator, as recognized by the Federal Emergency Management Agency (FEMA), the National Flood Insurance Program (NFIP), and the State of Florida.

Sincerely,

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Butler  
Chief Administrator

CONSENT  
DATE 4/28/15 CC

**GULF COUNTY ASSET / INVENTORY ACTIVITY FORM**

**50**

Initiating Department: Detention and Corrections

CONSENT  
DATE 4/22/15 LL

Check type of Activity below:

Asset Acquisition  
 Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
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*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
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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)	Retirement Reason:	<input type="checkbox"/> Obsolete / No longer needed
<input type="checkbox"/> Sold		<input checked="" type="checkbox"/> Non-Repairable
<input type="checkbox"/> Trade-in		<input type="checkbox"/> Repair Not Cost Effective
<input type="checkbox"/> Donate		<input type="checkbox"/> Cannibalized
<input type="checkbox"/> Return to other Government		<input type="checkbox"/> Other

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 15 APR 22 PM 12:06

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Detention/Corrections	75-107	Snapper Mower	21414219
Detention/Corrections	75-158	Ice Machine Replaced	CME509AE
Detention/Corrections	75-116	Snapper Mower	31262419

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 align="center"><b>Department / Location Approval</b></p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p><u>Lee Collinsworth</u>                  Department Head Signature *</p> <p align="right"><u>4/21/15</u>                  Date</p> <p><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.</small></p>	<p align="center"><b>Board of County Commissioners Consent Agenda Approval</b></p> <p align="center">_____                  Date</p> <p align="center"><i>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.</i></p>
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**MEMORANDUM**

**DATE:** April 22, 2015  
**TO:** Gulf County Board of County Commissioners  
**FROM:** Gulf County Public Works *me*  
**SUBJECT:** Inventory Changes

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

<u>Inventory #</u>	<u>Equipment</u>	<u>Reason</u>	<u>Remarks</u>
100-430	1993 Ford F150 (1FTDF15Y6PNB16742)	Junked	Irreparable/Request to sell
100-433	1994 Ford F150 (2FTEF15Y3RCA78335)	Junked	Irreparable/Request to sell
100-484	1994 Ford F150 (1FTEF14Y0RNA70589)	Junked	Irreparable/Request to sell
75-59	1999 Ford E350 (1FBSS31S1XHA13702)	Junked	Irreparable/Request to sell
100-378	1988 GMC Flatbed (1GDG6D1F2JV533958)	Junked	Irreparable/Request to sell
75-62	1998 Ford F350 (1FBSS31S8XHA13079)	Junked	Irreparable/Request to sell
75-61	1999 Ford E350 (1FBSS31S0XHA13075)	Junked	Irreparable/Request to sell
1-130-152	1993 Ford Van (1FMEE11YZPHA69801)	Junked	Irreparable/Request to sell
1-100-547	1988 GMC Boom (1GDE6D1B2JV506151)	Junked	Irreparable/Request to sell
100-403	1991 Molden Asphalt Spreader (4-12-81-166)	Junked	Irreparable/Request to sell
	6 ½ x 16 Dual Axle	Junked	Irreparable/Request to sell
	8 x 20 3 Axle w/ramps	Junked	Irreparable/Request to sell
	6 ½ x 16 Dual Axle	Junked	Irreparable/Request to sell
	5 x 8 Single Axle	Junked	Irreparable/Request to sell

5 x 10 Single Axle	Junked	Irreparable/Request to sell
4 x 8 Single Axle	Junked	Irreparable/Request to sell

We also request that any of the above listed items that are still on inventory be removed.

**Lynn Lanier**

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**From:** Rose Kiel <rose.kiel@sa14.fl.gov>  
**Sent:** Tuesday, March 31, 2015 3:26 PM  
**To:** llanier@gulfcounty-fl.gov  
**Subject:** Computers

Good Afternoon Lynn,

We have three computers that we would like to surplus. They are as follows:

- Property # 23007, S/N 7BHV5J1, Optiplex 760, purchased 06/08/2009
- Property # 23008, S/N JZDNXG1, Latitude E5500, purchased 06/08/2009
- Property # 23009, S/N 10FNXG1, Latitude E5500, purchased 06/08/2009

Please let me know what you would like us to do with them.

Thanks,  
Rose Kiel  
SA-14

*Please be advised that Florida has a broad public records law and all correspondence to me via e-mail may be subject to disclosure. Under Florida Law e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing.*

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
15 APR 22 AM 11:34

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

15 APR 17 AM 9:16



**Gulf County Sheriff's Office**

**Sheriff Mike Harrison**

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

April 16, 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 \$381.71 for November 2014, and \$3,321.43 for April 2015 for a total of \$3,703.14. This is to pay for salaries, taxes and benefits related to Beach Patrol for November 2014 and April 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

CONSENT  
DATE 4/28/15 CC

Sufficient Funds available as of 4/17/15 754

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Gulf County Board of County Commissioners will hold public hearings to discuss and consider the adoption of the following Ordinance Amendment with the following title:

**AN ORDINANCE AMENDMENT TO THE “GULF COUNTY RV ORDINANCE” WHEREBY AMENDING THE POLICIES REGULATING RECREATIONAL VEHICLES (RV)’S AND THEIR LOCATION, PLACEMENT, RV’S PER PARCEL, USE AND STORAGE OF RV’S WITHIN BOTH UNINCORPORATED GULF COUNTY AND WITHIN THE COASTAL CONSTRUCTION CORRIDOR; WHICH HAS BEEN COMMONLY REFERRED TO AS “GULF COUNTY RV ORDINANCE”; FOR SAID POLICIES TO BE FURTHER AMENDED, 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 HEARINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

A public reading, introduction and public hearing will be held during the Gulf County Board of County Commissioner’s Regular Meeting on Tuesday, April 14<sup>th</sup> at 9:00 a.m. est. in the County Commissioner’s meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

A second public reading, introduction and final public hearing will be held during the Gulf County Board of County Commissioner’s Regular Meeting on Tuesday, April 28<sup>th</sup> at the designated time of 9:00 a.m. est. as specifically authorized by a formal majority plus one vote of the Board of County Commission and shall be held in the County Commissioner’s meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

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

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

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

BY: WARD MCDANIEL, CHAIRMAN

*Administrative:*

Ad Dates: April 1, 2015 and April 15, 2015 in The News Herald

Ad #2015-24

Publish in as general advertisement and not in the legal advertisement or classified section per F.S. 125.66

Invoice: Gulf County Board of County Commissioners

Additional posting per request and direction of County Administration and County Attorney's offices:

Public posting on Gulf County Courthouse, Gulf County Administration Building entrance, Gulf County Commission Website all before or on the dates provided for publication and notice

The advertisement in the News Herald shall conform to the following specifications per Fla. Stat. 125.66 :

*The required advertisement shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be placed in a newspaper of general paid circulation in the county and of general interest and readership in the community pursuant to chapter 50, not one of limited subject matter. It is the legislative intent that, whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week unless the only newspaper in the community is published less than 5 days a week.*