



# CONSENT AGENDA

October 12, 2010

1. Minutes – September 8, 2010 – Budget Public Hearing . . . . . 1-6
  - September 14, 2010 – Regular Meeting . . . . . 7-15
  - September 20, 2010 – Final Budget Public Hearing . . . . . 16-27
  - September 28, 2010 – Regular Meeting . . . . . 28-39
  
2. Approval of Checks and warrants for September 2010 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
  
3. Agreement – Emergency Management (E.M.P.A. Grant Funds \* \$77,043.00 \* #11-BG-05-02-33-01) . . . . . 40-84
  
4. Bid Advertisement – Gulf County Mosquito Control (Three Existing Mosquito Control trucks to be replaced per F.S. requirements after the purchase and delivery of the new pick-ups) . . . . . 85
  
5. Inventory – Building Department (Junk #260-67 – LT1 Dell Laptop S/N #48643-53T-0598 \* #260-68 \* LT2 – Dell Inspiron 2200 S/N #0U6962-48643-53T-0583) . . . . . 86
  
6. Invoice – County Attorney Timothy J. McFarland (September, 2010 \* \$8,740.00 \* to be paid from Account #21111-31200) . . . . . 87
  
7. Purchase Request – Gulf County Mosquito Control (Three new ½ ton 4X4 Pick-up trucks to replace existing trucks \* To be purchased off State Contract from the Mosquito Control State budget Account #42362-64000) . . . . . 88
  
8. Resolution – Florida Department of Transportation (Stumphole Revetment Matching Fund \* Project #422457-2-58-01) . . . . . 89
  
- Resolution – Florida Energy and Climate Commission (Energy Grant \* #ARE042) . . . . . 90

**PORT ST. JOE, FLORIDA****SEPTEMBER 8, 2010****BUDGET PUBLIC HEARING**

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

Others present were: County Attorney Timothy McFarland, Clerk Becky Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Emergency Management Director Marshall Nelson, E9-1-1 Coordinator Ben Guthrie, E.M.S. Director Houston Whitfield, G.I.S. Director Scott Warner, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Planner David Richardson, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, Solid Waste Director Joe Danford, T.D.C. Director Tim Kerigan, and Veterans Service Officer James Kennedy.

Chairman McLemore called the meeting to order at 5:01 p.m., E.T.

**2010-2011 PROPOSED BUDGET**

Upon request by Chairman McLemore, Clerk Norris made the following report to the Board:

1. The proposed County-wide millage rate based on the tentative budget changes is 6.1347, and each dependent fire district is at .5000, which is a 21.34% decrease over the 2009-10 Aggregate Rolled Back Rate of 7.7988.
2. The maximum County-wide millage rate is 5.7679.
3. The Board has a Cash Carry Forward amount of \$7,194,771 in the General Fund (\$5,668,718-Unrestricted/\$1,526,053-Restricted).
4. The Dependent Fire Districts' tentative budgets include millage rates of .5000 each, which will require a majority vote of the Board at the Final Public Hearing.
5. The M.S.T.U. voted debt service rates are 9.5747 for the Gulf Front (an increase of 2.2437) and 4.2978 for the Gulf Interior (an increase of 0.8368).

**RESOLUTION – WHITE CITY FIRE DEPARTMENT**

Upon presentation by Clerk Norris, Commissioner Williams motioned to adopt the following resolution allowing White City Fire Department to carry funds forward from the current year budget. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

**RESOLUTION NO. 2010-22**

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional cash forward in the St. Joe Fire Control District Fund for the 2010-2011 fiscal year that was not included in the tentative budget; and

**WHEREAS**, said additional revenue will be used for White City Fire Department expenditures in fiscal year 2010-2011;

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

That the 2010-2011 tentative budget be increased as follows:

**ST JOE FIRE CONTROL DISTRICT FUND**

**REVENUES:**

**Balance Brought Forward/Cash:**

10698-99000 Balance Brt Forward: Cash \$ 359,948.00

**EXPENDITURES:**

**White City Fire Department:**

32322-64001 Equipment > \$5,000 \$ 359,948.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners, this the 8th day of September, 2010.

(End)

**OPPORTUNITY FLORIDA**

Chief Administrator Butler recommended funding Opportunity Florida for 2010-2011, stating that the membership dues are \$1,455.90, and that \$1,456.00 can be taken from 51363-82004 Aid to Transportation Disadvantaged and added to 55151-82000 with no change to total budget. Commissioner Yeager motioned to approve this recommendation. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

### **AID TO TRANSPORTATION DISADVANTAGED**

Chief Administrator Butler discussed that there is currently \$3,950.00 budgeted in 51363-82004 (Aid to Transportation Disadvantaged) and after funding Opportunity Florida; \$2,494.00 will be available for use elsewhere and recommended to move this balance to Reserve for Contingencies. Commissioner Yeager motioned to approve this recommendation. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

### **SMALL COUNTY SOLID WASTE GRANT**

Chief Administrator Butler discussed that there are some line items changes that need to be made to 41934 (Small County Solid Waste Grant), and recommended the Board give permission to change the budget object account line items to agree with the amounts to be submitted to the State for approval. Commissioner Yeager motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously (4-0).

### **GULF COUNTY C.D.C.**

Chief Administrator Butler discussed that \$59,235.00 has been budgeted for repayment to the State of Florida for the two S.H.I.P. lots purchased in White City, stating that these two lots have to be put to use for affordable housing or reimburse the State by May 2011, and there is a possibility that C.D.C. would take the lots. He recommended that the Board consider giving funds to C.D.C. to help administer, stating that this would help reduce the budget. After further discussion by members of the Board, Commissioner Peters motioned to move the \$59,235.00 into reserves. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

### **CITY OF PORT ST. JOE – FIRE TRUCK PAYMENT**

Chief Administrator Butler discussed that the \$15,375.00 for the fire truck payment to the City of Port St. Joe can be removed because the truck has been paid in full. The Board had no objection.

### **ST. JOE FIRE CONTROL FUND**

Chief Administrator Butler recommended reducing the St. Joe Fire Control Fund from .5000 mil to .4000 mil, stating this will remove \$96,397.00 from the fund, and would leave \$385,587.00 (will be \$19,279 less after 5% reduction) to be split between the Highland View Fire Department (\$70,000.00), White City Fire Department (\$70,000.00), South Gulf County Fire Department (\$128,293.00), Beaches Fire Department (\$103,293.00), Firefighters Association (\$8,000.00), and the City of Port St. Joe (\$6,000.00). Commissioner Yeager motioned to approve this recommendation and to

allow Chief Administrator Butler to move funds around as needed. Commissioner Williams seconded the motion, and it passed unanimously (4-0).

Chairman McLemore called for public comment.

Roger Mammos appeared before the Board and discussed that he does not understand the taxes, stating that his TRIM notice shows a 32% increase, and suggested that the Board stop publishing the millage rates. Upon inquiry by Chairman McLemore, Mr. Mammos stated that he had an increase on his property values from last year. Commissioner Williams requested for Assistant Administrator Hammond to talk with Mr. Mammos concerning his TRIM notice.

Tom Graney appeared before the Board to discuss the E.D.C. budget request and projected income for FY2010-2011, and presented the Board with a handout. Commissioner Yeager discussed that he will meet with Mr. Graney concerning the budget.

#### **RESOLUTION – TENTATIVE MILLAGE RATE**

Clerk Norris advised the Board of the tentative millage rates; then read the proposed resolution by title. Upon motion by Commissioner Yeager, second by Commissioner Williams and unanimous (4-0) vote, the Board adopted the tentative 2010-2011 millage rates by resolution.

#### **RESOLUTION NO. 2010-23**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR GULF COUNTY FOR FISCAL YEAR 2010-2011; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, on September 8, 2010, adopted Fiscal Year 2010-2011 Tentative Millage Rates following a public hearing as required by Florida Statute 200.065.

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, held a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within Gulf County has been certified by the County Property Appraiser to the Board of County Commissioners as \$ 1,560,496,835.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gulf County, Florida, that:

1. The FY 2010-2011 current-year proposed aggregate millage rate of 6.0730 is **less than** the rolled-back rate of 7.7988 mills by 22.13%.
2. The current-year proposed aggregate millage rate of 6.0730 consists of the following:
  - a. County-wide proposed operating millage rate 5.7679
  - b. St Joe Fire Zone proposed operating millage rate .4000
  - c. Tupelo Fire Zone proposed operating millage rate .5000
  - d. Overstreet Fire Zone proposed operating millage rate .5000
  - e. Howard Creek Fire Zone proposed operating millage rate .5000
3. The proposed voted debt service millage rates are:
  - a. MSTU Gulf Front 9.5747
  - b. MSTU Interior 4.2978
4. This resolution will take effect immediately upon its adoption.

**DULY ADOPTED** at a public hearing this 8th Day of September, 2010.

Time Adopted 5:34 P.M., E.T.

(End)

**RESOLUTION - TENTATIVE COUNTY BUDGET**

Clerk Norris advised the Board of the tentative budget in the amount of \$33,302,760.00, which includes the Dependent Fire Districts and the MSTU's voted debt service. Upon motion by Commissioner Yeager, second by Commissioner Williams, and unanimous (4-0) vote, the Board adopted the tentative 2010-2011 budgets by resolution.

**RESOLUTION NO. 2010-24**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2010-2011; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the BOARD OF COUNTY COMMISSIONERS of Gulf County, Florida, on September 8, 2010, held a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the BOARD OF COUNTY COMMISSIONERS of Gulf County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2010-2011 in the amount of \$ 33,302,760.

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COUNTY COMMISSIONERS of Gulf County, Florida, that:

1. The Fiscal Year 2010-2011 Tentative Budget be adopted.
2. This resolution will take effect immediately upon its adoption.

**DULY ADOPTED** at a public hearing this 8<sup>th</sup> day of September, 2010.  
Time Adopted 5:35 P.M., E.T.

(End)

**FINAL PUBLIC HEARING**

Upon motion by Commissioner Peters, second by Commissioner Yeager, and unanimous vote, the Board scheduled the final budget public hearing for Monday, September 20, 2010 at 5:01 p.m., E.T.

There being no further business, the meeting did then adjourn at 7:14 p.m., E.T.

**CARMEN L. MCLEMORE  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

**PORT ST. JOE, FLORIDA**

**SEPTEMBER 14, 2010**

**REGULAR MEETING**

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

Others present were: County Attorney Timothy McFarland, Clerk Rebecca L. Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, T.D.C. Director Tim Kerigan, and Veterans' Service Officer James Kennedy.

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

Clerk Norris opened the meeting with prayer, and Chairman McLemore led the Pledge of Allegiance to the Flag.

**CONSENT AGENDA**

Commissioner Peters motioned to approve the Consent Agenda. Commissioner Williams seconded the motion, and it passed unanimously (4-0) as follows:

1. Minutes – August 24, 2010 – Regular Meeting  
- August 25, 2010 – Special Meeting
2. Grant Agreement – F.D.L.E. (2011 Edward Byrne Memorial Justice Assistance Grant \* \$57,037.00 \* Contract No. 2011-JAGC-GULF-1-B2-012 for Drug Education and Community Safety)
3. Inventory – Gulf County Beaches Volunteer Fire Department (Transfer 2003 Kawasaki Jet Ski Inventory ID #150-87 to the Dalkeith Fire Department)

- Gulf County Detention Facility (Transfer 2003 Crown Victoria VIN 2FAFP71W23X172026, Tag #22-10, Asset #4297 to the Sheriff's Department)
4. Invoices – City of Port St. Joe Fire Truck Payment (Invoice #20101049 \* \$15,375.00 \* to be paid from Account #32422-81000)
    - City of Wewahitchka Fire Truck Payment (\$185.92 \* to be paid from Account #33122-81000)
    - County Attorney Timothy J. McFarland (August, 2010 \* \$8,021.50 \* to be paid from Account #21314-31100)
    - Gulf Coast Children's Advocacy Center (March, 2010 \* \$175.00 \* to be paid from Account #21111-31300)
    - Gulf Coast Children's Advocacy Center (August, 2010 \* \$175.00 \* to be paid from Account #21111-31300)
    - Harrison Rivard (Lobbying Services \* Invoice #12033 \* \$18,333.00 \* to be paid from Account #21111-31300)
    - Rumberger, Kirk & Caldwell – General Employment Matters (File #G214-107990 \* Invoice #752316 \* \$104.32 \* to be paid from Account #21111-31200)
  5. Letters of Support – Gulf County Mosquito Control (Senate Bill 3735 and Companion Bill in the House H.R.6087)
  6. Purchase Request – Gulf County Emergency Management (Two Light Towers with D.O.T. package from Marketing Concepts Pro Construction Equipment Sales \* \$17,230.00 \* to be paid from Grant Match Funds)

(End)

**OLD BAY CITY ROAD / IOLA ROAD**

Grant Writer Kopinsky requested permission to advertise to receive sealed bids for Old Bay City Road and Iola Road, contingent upon the engineers preparing the design/build

for the roads. Commissioner Peters motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

#### **GRANT WRITER - TRAVEL**

Grant Writer Kopinsky reported that she will be traveling to Orlando on Wednesday, September 15<sup>th</sup> with Opportunity Florida to meet concerning the R.A.C.E.C. Broadband grant. <Grant Writer Kopinsky then left the meeting>

#### **EDWARD BYRNE MEMORIAL ASSISTANCE GRANT ACCEPTANCE**

Sheriff Nugent requested permission for Chairman McLemore to sign the Edward Byrne Memorial Assistance acceptance grant (item 2 of Consent Agenda).

#### **BID #0910-19 – RFP E.M.S.**

Chief Administrator Butler recommended the Board reject RFP #0910-19 for the operation of the ambulance service, and the County continues to run the service. Commissioner Yeager motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously (4-0).

#### **PROPOSED RESOLUTION – WILD ANIMALS**

Chief Administrator Butler discussed a proposed resolution pertaining to class I and II wild animals, and supporting Levy County. Jay Smith appeared before the Board and reported that he holds a class II PPL license, stating that it is regulated by F.W.C., and requested for the Board to review the proposed resolution and contact F.W.C. Commissioner Williams discussed that this was a very heated issue in Levy County, and he is concerned about emergency situations. After further discussion by members of the Board, Commissioner Williams motioned to table the proposed resolution and allow Jay Smith to meet with F.W.C. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

#### **PROPOSED AMENDMENT – MEMORANDUM OF AGREEMENT / TROY DEAL PARK**

Chief Administrator Butler recommended approval of a proposed amendment to the M.O.A., stating that this is the area obtained from D.E.P. North of the Stumphole for a parking area, and this would extend an additional 90 days. Commissioner Yeager motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously (4-0).

#### **APALACHICOLA / CHATTAHOOCHEE / FLINT RIVERS**

David McClain appeared before the Board and discussed the issues with the A.C.F., stating that there are six counties bordering the river, and there is a particular status

under eastern water law regarding the river. He reported that they formed a group called the ACF Stakeholders, stating that the purpose of this group is to seek equitable waters of the basin. Mr. McClain discussed that the group can no longer function as coordinator without the support of the Counties, stating that they are requesting \$5,000.00 from each of the six counties along the basin. Commissioner Williams requested to address this in the final budget hearing on Monday, September 20<sup>th</sup>. Chairman McLemore stated that they will address this at the final budget hearing on Monday, stating that someone is doing a good job with the water control.

#### **RESOLUTION – RAFFIELD FISHERIES FREEZER**

County Attorney McFarland discussed a proposed resolution with Raffield Fisheries to pay off their obligations to the County, in the amount of approximately \$315,000.00, stating that approximately \$200,000.00 will stay in the County creating a loan fund for small business loans, and the remainder will be transmitted to ARPC. Commissioner Yeager motioned to adopt the proposed resolution. Commissioner Peters seconded the motion for discussion, stating that this loan was made before he was in office, and he is glad it is being paid off before he leaves office. The motion then passed unanimously (4-0) as follows:

#### **RESOLUTION #2010-25**

**WHEREAS**, the BOARD of COUNTY COMMISSIONERS of GULF COUNTY, FLORIDA and RAFFIELD FISHERIES, INC., a Florida Corporation, entered into a lease with option to purchase dated February 25, 1994 concerning those certain premises known as “the freezer” located at Raffield Fisheries, Highland View, Gulf County, Florida and described therein; and

**WHEREAS**, the Board of County Commissioner of Gulf County, Florida entered into a Trust Agreement dated February 25, 1994 concerning those certain properties described in such Trust Agreement in satisfaction of a debt owed BCGC evidenced by a promissory note dated June 10, 1985 which was assigned in part on November 12, 1985 to the Apalachee Regional Planning Council, (ARPC); and

**WHEREAS**, it is the intention of the parties pursuant to this Resolution to facilitate the conclusion of the lease with option to purchase existing between the parties and that certain Trust Agreement for the benefit of the ARPC and to satisfy any and all other obligations one to the other existing as a result of the premises known as “the freezer” at Raffield Fisheries, Highland View, Gulf County, Florida.

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida is trustee for the beneficial interest of the ARPC's to the extent of \$365,000.00 on the property conveyed to Gulf County, Florida pursuant to that certain Trust Agreement dated February 25, 1994; and

**WHEREAS**, Raffield Fishery has paid to the ARPC the principal sum of \$247,434.57 to date in satisfaction of the ARPC beneficial interest claim with the remaining sum due to the ARPC of \$115,859.43 for full satisfaction of the ARPC beneficial interest claim memorialized in that certain Trust Agreement dated February 25, 1994; and

**WHEREAS**, pursuant to the lease with option to purchase existing between Raffield Fisheries, Inc. and the Gulf County Board of County Commissioners dated February 25, 1994, Raffield Fisheries, Inc., has indicated its desire to exercise the option to purchase the premises known as "the freezer" pursuant to paragraph 22 of said lease with option to purchase; and

**WHEREAS**, there remains due and owing to Gulf County, Florida pursuant to that certain lease option to purchase the principal sum of \$315,000.00; and

**WHEREAS**, Raffield Fisheries, Inc., has made the payment of real estate taxes associated with the freezer premises over the years as well as certain substantial improvements to the premises and has contributed to the fund presently held by the ARPC for the creation of a revolving loan program to be used exclusively in Gulf County, Florida.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Gulf County, Florida as follows:

1. Raffield Fisheries, Inc., shall pay to Gulf County, Florida the sum of \$115,859.43 within ten days of the date of this Resolution whereupon Gulf County will transmit that exact amount of funds to the ARPC in satisfaction of their beneficial interest in the freezer property pursuant to the Trust Agreement dated February 25, 1994; and
2. Additionally, in recognition of the substantial sums contributed by Raffield Fisheries, Inc., to the Gulf County Economic Development revolving loan fund, Raffield Fisheries, Inc., shall pay to Gulf County, Florida the further sum of \$199,140.57 as full and final satisfaction of the Lessee's purchase option obligations pursuant to that lease with option to purchase dated

February 25, 1994 and existing between Gulf County, Florida and Raffield Fisheries, inc., within ten days of the date of this Resolution. Gulf County, Florida shall, within ten days of the payment of such sum, provide to Raffield Fisheries, Inc., a Warranty Deed transferring Gulf County's interest in the freezer at Raffield Fisheries, highland view, Gulf County, Florida as more particularly described on Exhibit A of the lease with option to purchase existing between the parties.

3. Thereupon, all existing obligations between the Gulf County Board of County Commissioners and Raffield Fisheries, Inc., surrounding the freezer at Raffield Fisheries shall be deemed satisfied.
4. Gulf County, Florida shall use the monies received from Raffield Fisheries, Inc., pursuant to the purchase option payment for the exclusive purposes of creating a loan fund within Gulf County, Florida to be used for economic development purposes within Gulf County, Florida.

RESOLVED THIS 14<sup>th</sup> day of September, 2010.

(End)

#### **RESOLUTION – THE PORT AUTHORITY**

Chief Administrator discussed a proposed resolution supporting The Port Authority and the Gulf County Canal. Commissioner Peters motioned to adopt the proposed resolution. Commissioner Yeager seconded the motion, and it passed unanimously (4-0) as follows:

#### **RESOLUTION #2010-26**

**WHEREAS**, the Port St. Joe Port Authority has acquired through purchase and lease the real estate necessary for construction of a viable Port; and

**WHEREAS**, the Port St. Joe Port Authority has made significant progress in its efforts to acquire permits for the deepwater port development; and

**WHEREAS**, the Port St. Joe Port Authority is in need of sites for the placement of dredge material; and

**WHEREAS**, Gulf County is located in a Rural Area of Critical Economic Concern and is in great need of renewed economic activity that creates jobs for its citizens; and

**WHEREAS**, an operating port creates an economic development engine which can provide for stability in the economy, well paying jobs, and other economic benefits which will be felt throughout the county and region; and

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida is the Local Sponsor of the Gulf County Canal.

**NOW, THEREFORE, BE IT RESOLVED** by the Gulf County Board of County Commissioners, as follows:

1. The County Commission is in complete support of the Port St. Joe Port Authority as a future driver of the local economy and completely supports the actions and efforts of the Port Authority as they move forward in the process of making the Port of Port St. Joe a viable, operational Florida seaport.
2. The County Commission supports the placement of dredge materials by the Port into the Gulf County Canal dredge disposal easement and hereby requests that the Corps of Engineers approve such placement.
3. That a copy of this Resolution be provided to all State and Federal agencies with dredging regulatory responsibilities.

THIS RESOLUTION ADOPTED this 14<sup>th</sup> day of September, 2010.

(End)

#### **BEACHES FIRE DEPARTMENT – PURCHASE REQUEST**

On behalf of the Beaches Fire Department, Planner Richardson requested permission to purchase training materials, stating that it will exceed the bid limit, it is a sole source item, and it is budgeted. Commissioner Williams motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

#### **PUBLIC WORKS BUILDING – DIRECT PURCHASE**

Deputy Administrator Lanier discussed a request from Cathey Construction for permission to revise a direct purchase order from Couch Ready Mix for concrete for the Public Works Building, in the amount of \$17,370.00, contingent upon approval by the Building Department. Commissioner Peters motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

**SAULS CREEK ROAD**

Commissioner Peters discussed that the County has previously discussed giving the Sauls Creek Road to the State, stating that the County does not want to lose this road for public access. He stated that if the State is going to restrict the road to the public, then we do not want to give the road to the State.

**LOCAL STATE OF EMERGENCY – DEEPWATER HORIZON OIL SPILL**

Upon inquiry by Commissioner Yeager, Emergency Management Director Nelson reported that it is not necessary to continue the Local State of Emergency for the Deepwater Horizon Oil Spill.

**LOCAL STATE OF EMERGENCY – SUNRISE/SUNSET**

Chief Administrator Butler discussed that the Board declared a Local State of Emergency for the Gulf front at Sunrise/Sunset at the Special Meeting on Wednesday, September 8<sup>th</sup>. Commissioner Williams motioned to give Vice Chairman Yeager the authority to sign the weekly Local State of Emergency for Sunrise/Sunset as needed. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

**ENTERPRISE ZONE**

Commissioner Yeager requested for Chief Administrator Butler to schedule a meeting with the State concerning the issues with the new Enterprise Zone boundaries. The Board had no objection.

**BASS TOURNAMENT – WHITE CITY**

Commissioner Williams discussed the bass tournament held at the White City Park, and commended Ira Forehand, Public Works, Jerry Kelly and T.D.C.

**HIGHLAND VIEW PARK REPAIRS**

Commissioner Williams requested permission to do some repairs at the Highland View Park; not to exceed \$500.00, to be paid from the Park Maintenance budget. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

**TOWN HALL MEETING – BEACHES FIRE DEPARTMENT**

Commissioner Williams reported that he will hold a Town Hall Meeting at the Beaches Fire Department on Monday, September 20<sup>th</sup> at 6:00 p.m., E.T. to discuss issues in this district.

**TRAVEL**

Commissioner Williams requested permission to travel to Ft. Walton for the Economic Summit Meeting on Wednesday, September 15<sup>th</sup>, and to the Governors' Task Force

Meeting on Thursday, September 16<sup>th</sup>. Commissioner Yeager seconded the motion for discussion. Upon inquiry by Commissioner Peters, Commissioner Williams stated that they have requested for the County Administrator's to attend the Economic Summit Meeting. Chairman McLemore discussed that he reviewed the out of County travel for the past eight months, and that he and Commissioner Traylor used zero dollars for out of County travel, Commissioner Williams used \$10,704.28, Commissioner Peters used \$8,214.70, and Commissioner Yeager used \$5,552.62. Commissioner Williams stated that the County previously voted for him to travel for the Association of Counties, and the Governors' Task Force Meeting; stating that he is the League Task Force Representative and the First Vice President of all sixty seven Counties. After further discussion by members of the Board, the motion then passed unanimously (4-0).

**T.D.C. BOARD APPOINTMENT**

Commissioner Peters motioned for Commissioner Yeager to replace him on the T.D.C. Board effective the first meeting in December. Commissioner Williams seconded the motion, and it passed unanimously (4-0).

Chairman McLemore called for public comment, and there was no public comment.

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 6:39 p.m., E.T.

**CARMEN L. MCLEMORE  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

**PORT ST. JOE, FLORIDA**

**SEPTEMBER 20, 2010**

**FINAL BUDGET PUBLIC HEARING**

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

Others present were: County Attorney Tim McFarland, Clerk Rebecca L. Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, E9-1-1 Coordinator Ben Guthrie, Grant Writer Towan Kopinsky, Gulf County Extension Agent Roy Lee Carter, Mosquito Control Director Mark Cothran, Planner David Richardson, Solid Waste Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and Veteran's Service Officer James Kennedy.

Chairman McLemore called the meeting to order at 5:01 p.m., E.T.

**2010-2011 PROPOSED BUDGET**

Upon request by Chairman McLemore, Clerk Norris made the following report to the Board:

1. The proposed Aggregate millage rate based on the tentative budget changes is 6.0730, which does not include the Current Millage Levy for Voted Debt Service for the Gulf and Interior M.S.T.U.'s, stating that this is a 22.13% decrease below the current 2009-10 Aggregate Rolled Back Rate of 7.7988, and this is \$2,668,009 less in Ad Valorem taxes.
2. The County-wide Tentative Millage Rate is 5.7679. Clerk Norris reported that the millage rate adopted requires the majority vote of the Board (3 of 5), and compliance with the voting requirements will be measured by the vote on final adoption of the levy of the millage.
3. The General Fund Cash Carry Forward amount is \$7,194,771 (\$5,668,718 unrestricted and \$1,526,053 restricted cash), stating that this is budgeted as a source of funds in the General Fund Budget.
4. The St. Joseph Fire Control tentative millage is .4000 mills, and the Tupelo Fire Control, Howard Creek Fire Control, Overstreet Fire Control districts are .5000 mills each, which require a majority vote of the Board (3 of 5).

- 5. The Voted M.S.T.U. Debt Service rates are 9.5747 mills for Gulf Front, and 4.2978 mills for Gulf Interior, stating that the Voted Debt Millage rates are not subject to the rolled back rate limitations.

**RESOLUTION #2010-27 / CASH CARRY FORWARD – GENERAL FUND & MOSQUITO CONTROL FUNDS**

Upon presentation by Clerk Norris, Commissioner Yeager motioned to adopt a resolution to carry forward unspent 2009-2010 funds for Public Works and E.M.S. in the General Fund, and for additional grant revenue in the Mosquito Control Fund. Commissioner Peters seconded the motion, and it passed unanimously as follows:

**RESOLUTION NO. 2010-27**

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional cash carry forward in the General Fund and additional state aid revenue in the Mosquito Control Fund for the 2010-2011 fiscal year that was not included in the tentative budget; and

**WHEREAS**, said additional revenue will be used for General Fund and Mosquito Control Fund expenditures in fiscal year 2010-2011;

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

That the 2010-2011 tentative budget be increased as follows:

**GENERAL FUND (INCLUDES PUBLIC WORKS)**

**REVENUE:**

**Balance Brought Forward/Cash:**

104398-99000 Balance Brt Forward: Cash- <b>Public Works</b>	\$ 100,000.00
00198-99000 Balance Brt Forward: Cash- <b>EMS</b>	\$ 3,812.00

**EXPENDITURES:**

**PUBLIC WORKS:**

**Financial & Administrative:**

281513-64001 Equipment > \$5,000	\$ 15,000.00
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**Fleet Maintenance:**

28151912-12000 Salaries	\$ 42,500.00
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**Road & Street Facilities:**

281541-12000 Salaries	\$ 42,500.00
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**EMS:**

**Gulf EMS:**

51626-64000	\$ 3,812.00
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**MOSQUITO CONTROL FUND**

**REVENUE:**

10334-61000 State Aid	\$ 18,742.00
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**EXPENDITURES:**

42362-64000 Equipment \$ 18,742.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners, this the 20th day of September, 2010.

(End)

**RESOLUTION #2010-28 / GENERAL FUND – E.M.S.**

Upon presentation by Clerk Norris, Commissioner Yeager motioned to adopt a resolution for additional E.M.S. revenue in the General Fund for 2010-11. Commissioner Peters seconded the motion, and it passed unanimously as follows:

**RESOLUTION NO. 2010-28**

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional EMS revenue in the General Fund for the 2010-2011 fiscal year that was not included in the tentative budget; and

**WHEREAS**, said additional revenue will be used for Gulf and Wewahitchka EMS expenditures in fiscal year 2010-2011;

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

That the 2010-2011 tentative budget be increased as follows:

**GENERAL FUND**

**REVENUE:**

**Charge for Services:**

00142-60000 Ambulance Fees-PSJ \$ 28,634.00

00142-60001 Ambulance Fees-Wewa \$ 56,535.00

**Less 5%:**

00197-98000 Less 5% \$ (4,259.00)

**EXPENDITURES:**

**EMS Department - Wewahitchka:**

In agreement with EMS Budget Proposal #2 \$ 53,708.00

**EMS Department – Gulf:**

In agreement with EMS Budget Proposal #2 \$ 27,202.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners, this the 20th day of September, 2010.

(End)

**A.C.F. STAKEHOLDERS**

Chairman McLemore discussed that the A.C.F. Stakeholders have done a great job, but the County does not have available funds at this time to donate the \$5,000.00 requested by David McClain. Commissioner Williams discussed the possibility of locating the funds in other line items later in the year. Commissioner Yeager discussed the possibility of in-kind services.

Chairman McLemore called for public comment. There was no public comment.

**RESOLUTION #2010-29 – COUNTY-WIDE MILLAGE RATE**

Clerk Norris reported that the current County-wide Millage Rate is 5.7679, and the Aggregate Millage Rate is 6.0730 which are 22.13% less than the current year Aggregate Rolled-Back of 7.7988. Commissioner Yeager motioned to adopt the proposed resolution. Commissioner Peters seconded the motion, and it passed unanimously as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-29**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the fiscal year 2010-2011; and

**WHEREAS**, for proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation with Gulf County has been certified by the County Property Appraiser to the Board of County Commissioners of Gulf County as \$1,560,496,835.

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of 5.7679 mills (General Fund / 5.7679) to be levied County-Wide upon the taxable property within Gulf County, Florida, to be levied against the 2010 property rolls.

That the Current Year Aggregate Millage Rate of 6.0730 mills is 22.13 percent less than the Current Year Aggregate Rolled-Back Rate of 7.7988.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010 by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-30 / COUNTY-WIDE BUDGET**

Commissioner Yeager motioned to adopt the following resolution adopting the County-Wide budget for fiscal year 2010-11. Commissioner Peters seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-30**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2010-2011 fiscal year; and

**WHEREAS**, the Board of County Commissioners has given due notice as required by law, and held public hearings allowing all citizens a chance to be heard;

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the fiscal year 2010-2011.

That copies of this Resolution containing said budget be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010 by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-31 / ST. JOSEPH FIRE CONTROL DISTRICT MILLAGE RATE**

Commissioner Yeager motioned to adopt the following resolution adopting a millage rate of .4000 for the St. Joseph Fire Control District for fiscal year 2010-11. Commissioner Traylor seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-31**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the St. Joseph Dependent Special Fire District for the fiscal year 2010-2011; and

**WHEREAS**, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .4000 for the St. Joseph Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-32 / ST. JOSEPH FIRE CONTROL DISTRICT BUDGET**

Commissioner Yeager motioned to adopt the following resolution adopting the budget for the St. Joseph Fire Control District for fiscal year 2010-11. Commissioner Traylor seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-32**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2010-2011 fiscal year; and

**WHEREAS**, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

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

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the St. Joseph Dependent Special Fire District for the fiscal year 2010-2011.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-33 / TUPELO FIRE CONTROL DISTRICT MILLAGE RATE**

Commissioner Traylor motioned to adopt the following resolution adopting a millage rate of .5000 for the Tupelo Fire Control District for fiscal year 2010-11. Commissioner Yeager seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-33**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Tupelo Dependent Special Fire District for the fiscal year 2010-2011; and

**WHEREAS**, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .5000 for the Tupelo Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-34 / TUPELO FIRE CONTROL DISTRICT BUDGET**

Commissioner Traylor motioned to adopt the following resolution adopting the budget for the Tupelo Fire Control District for fiscal year 2010-11. Commissioner Yeager seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-34**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2010-2011 fiscal year; and

**WHEREAS**, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

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

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the Tupelo Dependent Special Fire District for the fiscal year 2010-2011.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-35 / OVERSTREET FIRE CONTROL DISTRICT MILLAGE RATE**

Commissioner Traylor motioned to adopt the following resolution adopting a millage rate of .5000 for the Overstreet Fire Control District for fiscal year 2010-11. Commissioner Yeager seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-35**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Overstreet Dependent Special Fire District for the fiscal year 2010-2011; and

**WHEREAS**, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .5000 for the Overstreet Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-36 / OVERSTREET FIRE CONTROL DISTRICT BUDGET**

Commissioner Traylor motioned to adopt the following resolution adopting the budget for the Overstreet Fire Control District for fiscal year 2010-11. Commissioner Yeager seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-36**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2010-2011 fiscal year; and

**WHEREAS**, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

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

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the Overstreet Dependent Special Fire District for the fiscal year 2010-2011.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20<sup>th</sup> day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-37 / HOWARD CREEK FIRE CONTROL DISTRICT MILLAGE RATE**

Commissioner Traylor motioned to adopt the following resolution adopting a millage rate of .5000 for the Howard Creek Fire Control District for fiscal year 2010-11. Commissioner Yeager seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-37**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Howard Creek Dependent Special Fire District for the fiscal year 2010-2011; and

**WHEREAS**, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .5000 for the Howard Creek Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-38 / HOWARD CREEK FIRE CONTROL DISTRICT BUDGET**

Commissioner Traylor motioned to adopt the following resolution adopting the budget for the Howard Creek Fire Control District for fiscal year 201-11. Commissioner Yeager seconded the motion, and it passed unanimously, as follows: Commissioner Peters voted yes, Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, and Chairman McLemore voted yes.

**RESOLUTION NO. 2010-38**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2010-2011 fiscal year; and

**WHEREAS**, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

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

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the Howard Creek Dependent Special Fire District for the fiscal year 2010-2011.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(End)

**RESOLUTION #2010-39 / MUNICIPAL SERVICE TAXING UNITS (M.S.T.U.)  
MILLAGE RATES**

Commissioner Yeager motioned to adopt the following resolution adopting millage rates of 9.5747 (Gulf Front) and 4.2978 (Gulf Front Interior) for the M.S.T.U.s for fiscal year 2010-11. Commissioner Traylor seconded the motion, and it passed 4 to 1 as follows: Commissioner Traylor voted yes, Commissioner Williams voted yes, Vice Chairman Yeager voted yes, Chairman McLemore voted yes, and Commissioner Peters voted no.

**RESOLUTION NO. 2010-39**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Municipal Service Taxing Units for fiscal year 2010-2011; and

**WHEREAS**, for proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

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

That the Board of County Commissioners of Gulf County, Florida does hereby adopt the following **voted debt service** millage rates for the Municipal Service Taxing Units:

Cape San Blas Gulfside	9.5747
Cape San Blas Gulfside Interior	4.2978

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010 by 4 Commissioners voting "yes" and 1 Commissioners voting "no".

(End)

**RESOLUTION #2010-40 / MUNICIPAL SERVICE TAXING UNITS (M.S.T.U.) BUDGET**

Commissioner Yeager motioned to adopt the following resolution adopting the budget for the Gulf Front and Gulf Front Interior M.S.T.U. for fiscal year 2010-11. Commissioner Traylor seconded the motion, and it passed 4 to 1 as follows: Vice Chairman Yeager voted yes, Chairman McLemore voted yes, Commissioner Williams voted yes, Commissioner Traylor voted yes, and Commissioner Peters voted no.

**RESOLUTION NO. 2010-40**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2010-2011 fiscal year; and

**WHEREAS**, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

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

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budgets as contained in Exhibit "A" attached hereto as the official budgets for the Municipal Service Taxing Units for the fiscal year 2010-2011.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

**THIS RESOLUTION ADOPTED** this the 20th day of September, 2010, by 4 Commissioners voting "yes" and 1 Commissioners voting "no".

(End)

Chairman McLemore called for public comment. There was no public comment.

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 5:15 p.m., E.T.

**CARMEN L. MCLEMORE  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

**PORT ST. JOE, FLORIDA**

**SEPTEMBER 28, 2010**

**REGULAR MEETING**

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

Others present were: Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Emergency Management Director Marshall Nelson, Grant Writer Towan Kopinsky, Human Resource Director Denise Manuel, Mosquito Control Director Mark Cothran, Planner David Richardson, Sheriff Joe Nugent, and Sheriff's Office Major Bobby Plair.

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

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

**CONSENT AGENDA**

Commissioner Traylor motioned to approve the Consent Agenda. Commissioner Yeager seconded the motion, and it passed unanimously (4-0) as follows:

1. Minutes – September 8, 2010 - Special Meeting  
- September 14, 2010 – Public Hearing
  2. Agreement – Florida Department of Corrections – Gulf Annex (Public Works #7)
- Agreement – Florida Department of Corrections – Gulf Annex (Public Works #8)
- Agreement – Florida Department of Corrections - Gulf Annex (Public Works #10)

Agreement – Florida Department of Corrections – Gulf C.I. Main Unit  
(Public Works #9)

Agreement – Florida Department of Corrections – Gulf C.I. Main Unit

Agreement – Florida Department of Corrections – Gulf Forestry Camp

Agreement – Florida Department of Corrections – Gulf Forestry Camp  
(Public Works #2)

Agreement – Florida Department of Corrections – Gulf Forestry Camp  
(Public Works #1)

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

Agreement – Adam Bishop (Park Services)

- 3. Budget Amendment #13 – Washington Museum
- 4. Contract & Fee Schedules – Gulf County Health Department (2010-2011)
- 5. Direct Purchase Requisition – Highland View Fire Department (Couch Ready  
Mix \* \$9,600.00)
- 6. Refund Request – Honeyville Community Center (Gracie Schutz \* \$150.00)
- 7. Resolution #2010-41 - General Fund and T.D.C. (Unanticipated Revenue  
related to the Deepwater Horizon Oil Spill) as follows:

**RESOLUTION NO. 2010-41**

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the General Fund and Tourist Development Fund related to Deep Water Horizon Oil Spill for fiscal year 2009-2010 and

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

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

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

**General Fund**

<b>Gulf EMS</b>		<b>Original</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended</b>
<b>Expenditures:</b>		<b>Budget</b>			<b>Budget</b>
51626-12000	Salaries	446,080.00	90,169.00	-	536,249.00
51626-12001	Sick Leave Lump	-	38,058.00	-	38,058.00
51626-12002	Vacation Sell Back	4,407.00	7,600.00	-	12,007.00
51626-14001	FEMA Overtime	-	22,548.00	-	22,548.00
51626-21000	FICA	32,000.00	5,700.00	-	37,700.00
51626-21500	Medicare	7,500.00	1,325.00	-	8,825.00
51626-46100	Repairs - Bldg	703.00	7,000.00	-	7,703.00
51626-46200	Repairs - Equipment	6,850.00	3,150.00	-	10,000.00
51626-52000	Operating Supplies	27,461.00	10,000.00	-	37,461.00
51626-64000	Equipment	-	4,700.00	-	4,700.00
51626-64001	Equipment > \$5000	-	30,000.00	-	30,000.00
<b>Revenue:</b>					
00142-60000	Ambulance Revenue	364,000.00	220,250.00	-	584,250.00
		<b>Original</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended</b>
		<b>Budget</b>			<b>Budget</b>
<b>Expenditures:</b>					
27615-14001	BP CL BP-Overtime	-	8,340.00	-	8,340.00

**Planning**

**Expenditures:**

34515-14001	BP CL	BP-Overtime	-	988.00	-	988.00
34515-40000	BP CL	Travel	-	260.00	-	260.00

**Emergency Mgmt Local Match:**

**Expenditures:**

39125-14001	BP CL	BP-Overtime	-	36,413.00	-	36,413.00
39125-34000	BP CL	Other Contr Srv.	-	65,767.00	-	65,767.00
39125-51000	BP CL	Office Supplies	-	1,685.00	-	1,685.00
39125-52000	BP CL	Operating Exp	-	974.00	-	974.00
39125-52100	BP CL	Gas, Oil, & Lub.	-	1,782.00	-	1,692.00

**Revenue:**

00169-90000	BP CL	Other Misc Rev	-	116,209.00	-	116,209.00
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**Emergency Mgmt Local Match:**

**Expenditures:**

39125-34000	BPPIO	Other Contr Srv.	-	40,136.00	-	40,136.00
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**Revenue:**

00169-90000	BPPIO	Other Misc Rev	-	40,136.00	-	40,136.00
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**Emergency Mgmt Local Match:**

**Expenditures:**

39125-34000	BP CG	Other Contr Srv.	-	23,480.00	-	23,480.00
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**Revenue:**

00169-90000	BP CG	Other Misc Rev	-	23,480.00	-	23,480.00
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**Tourist Development Fund**

<i>TDC</i>			<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Expenditures:</b>						
27452-48000	BP	Promotional Act	-	150,500.00	-	150,500.00
27452-48000	BP TR	Promotional Act	-	251,119.00	-	251,119.00
<b>Revenue:</b>						
		State Tourism				
60034-58000	BP	Grant	-	150,500.00	-	150,500.00
60069-90000	BP TR	Other Misc Rev	-	251,119.00		251,119.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners this the 28th day of September, 2010.

(End)

Resolution #2010-42 – General Fund, St. Joe Fire Control District Fund, and Howard Creek Fire Department Fund (Unanticipated Revenue for FY2009-2010) as follows:

**RESOLUTION NO. 2010-42**

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the General Fund, St Joe Fire Control District Fund and Howard Creek Fire Department Fund for fiscal year 2009-2010 and

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

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

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

**General Fund**

	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Tax Collector:</b>				
22213-91000 Tax Collector	399,239.70	35,000.00	-	434,239.70
<b>Revenue:</b>				
00141-51000 Tax Collector Fees	120,000.00	35,000.00	-	155,000.00
<b>EMPA Grant:</b>				
39325-52000 Operating Exp	1,999.00	2,800.00	-	4,799.00
<b>Revenue:</b>				
00134-23000 EMPA	102,724.00	2,800.00	-	105,524.00
<b>EMPG Grant:</b>				
39425-52000 Operating Exp	-	106.00	-	106.00
<b>Revenue:</b>				
00131-23001 EMPG	23,231.00	106.00	-	23,337.00

**St. Joe Fire Control District Fund**

	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Highland View FD Expenditures:</b>				
32222-62001 Building >25000	-	535,000.00	-	535,000.00
32222-62100 Bldg Improve	410,000.00	-	410,000.00	410,000.00
<b>Revenue:</b>				
10684-00000 Loan Proceeds	-	125,000.00	-	125,000.00

**Howard Creek Volunteer Fire Department Fund**

	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Expenditures:</b>				
32722-52000 Operating Exp	13,639.70	2,185.00	-	15,824.70
<b>Revenue:</b>				
10960-00000 Misc Rev-Donations	5,000.00	2,185.00	-	7,185.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners this the 28<sup>th</sup> day of September, 2010.

(End)

Resolution #2010-43 – C.D.B.G. Raffield Freezer Fund (Unanticipated Revenue for FY 2009-2010) as follows:

**RESOLUTION NO. 2010-43**

**WHEREAS**, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the CDBG (Raffield Freezer) Fund for fiscal year 2009-2010; and

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

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

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

**CDBG (Raffield) Fund**

	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Expenditure:</b>				
37552-71000 Debt Service	238,764.00	117,924.00	-	356,688.00
99952-96000 Reserve for CCF	0.00	197,966.00	-	197,966.00
<b>Revenue:</b>				
115364-00000 Disposal of Fixed Assets	0.00	315,000.00	-	315,000.00
11561-00000 Interest Income	0.00	890.00	-	890.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners this the 28<sup>th</sup> day of September, 2010.

(End)

**DISTRICT 3 COMMISSIONER**

Chief Administrator Butler reported that Commissioner Williams is attending a class with T.D.C. and British Petroleum to acquire additional funds for events for next year (2011).

### **C.I.G.P. GRANT – AMENDMENTS – OLD BAY CITY ROAD / IOLA ROAD**

Grant Writer Kopinsky requested permission for the Chairman to sign the Amendments, for the C.I.G.P. Grant for Old Bay City Road and Iola Road; reporting that the Engineers are preparing the scope. Commissioner Peters motioned to approve this request. Commissioner Traylor seconded the motion for discussion. Chairman McLemore stated that it makes no sense to pave a portion of Iola Road, skip 1,000 feet of the road, and then pave the remainder and inquired whether the Board could take action to get that done. Assistant Administrator Hammond reported that the reason for this is because the grant required the entrance of the boat landing be paved, stating that there was not enough money to pave the entire road. He reported that they paved 1.9 miles, and the entrance to the boat landing, stating that this was the main reason for the grant. The motion then passed unanimously (4-0).

### **TIME ZONE CHANGE - REFERENDUM**

Deputy Administrator Lanier stated that in order to place the Time Zone Change Referendum on the ballot for the general election it will take additional funds, in the amount of approximately \$3,300.00. Chairman McLemore stated that the County does not have \$3,300.00 to pay for this cost, it's a federal matter and could take years to have changed. After further discussion by members of the Board, Commissioner Traylor motioned not to place the time zone change referendum on the ballot. Commissioner Yeager seconded the motion. Chairman McLemore called for public comment, there was no public comment. The motion then passed unanimously (4-0).

### **VOICE OVER IP – COUNTY GOVERNMENT**

Deputy Administrator Lanier discussed that they have been working on a presentation for the Board concerning voice over IP, stating that they have been unable to obtain information from the local carrier, and requested permission for Chairman McLemore to sign a letter prepared to Fairpoint Communications concerning this matter. Commissioner Yeager motioned to approve this request. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

### **UNITED STATES COAST GUARD REPRESENTATIVE - MANNERY**

Emergency Management Director Nelson introduced Chief Petty Officer Sam Mannery with the U.S. Coast Guard as the new representative for the County on the Deepwater Horizon Oil Spill. Chief Petty Officer Mannery appeared before the Board and stated that he will be covering Franklin, Gulf, Wakulla and Jefferson Counties.

### **MOSQUITO CONTROL – TEMPORARY EMPLOYEES**

Mosquito Control Director Cothran requested permission to extend the temporary people hired in Mosquito Control until the first or second week in November, stating that

he has the funds in his budget. Chairman McLemore suggested for Mosquito Control Director Cothran to work with Chief Administrator Butler on this issue. The Board had no objection.

### **HIGHWAY 98 REPAIRS**

Sheriff Nugent discussed that everyone needs to be extremely careful on Highway 98 due to the road repairs.

### **INSURANCE COMMITTEE RECOMMENDATIONS**

Chief Administrator Butler recommended, on behalf of the Insurance Committee, Ancillary Coverage for FY 2010-2011 as follows: Inmate Medical – CRS \$14,487.00 (not the low bid but will cover a guard at the hospital), Florida Sheriff's Association Additional Covered Member – Hunt Insurance \$2,926.00, Statutory Death Benefits – AIG/Hunt Insurance \$3,456.00, Harbor Master Bond – Costin Insurance \$101.00, Crime Bond (Bldg. Dept.) – State Farm Insurance \$108.07, and A3 Position Bond (Tax Collector) – Florida League \$101.00. Commissioner Yeager motioned to approve this recommendation. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

### **RAFFIELD FRISHERIES – FREEZER LOAN**

Chief Administrator Butler reported that the freezer loan with Raffield Fisheries is paid in full and the loan with A.R.P.C. has been satisfied, stating that Gulf County has funds that can be re-loaned to businesses in the County, and A.R.P.C. has funds they can now loan out to businesses in Gulf County. The Port St. Joe Port Authority and E.D.C. have inquired about the process of loaning money to Gulf County businesses. Chief Administrator Butler gave the Board an example of A.R.P.C.'s revolving loan program for review and stated the Board should consider adopting a similar plan.

### **INMATE MEDICAL INSURANCE**

Jail Administrator Hammond suggested for each Commissioner to speak individually with him concerning an inmate medical issue, stating that they can also be referred to Captain Farmer at the Jail. Jail Administrator Hammond stated that it only provided emergency and urgent care and discussed cost. Chairman McLemore discussed that the County hired Mr. Hammond to run the Jail and he can handle these issues and not the Board. All Commissioners were in agreement.

### **INVENTORY – PLANNING DEPARTMENT**

Planner Richardson requested permission to junk item #255-3 (2006 Gateway Computer #003695144), #255-5 (2002 HP Computer MX22310254), and #255-6 (2005 HP Computer PMXF52542MW) from the Planning Department inventory. Commissioner

Traylor motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

### **PROPOSED RESOLUTION – S.B. 0550 - SEPTIC TANKS**

Commissioner Yeager motioned for Chief Administrator Butler and County Attorney McFarland to draft a proposed resolution opposing the new laws on septic tanks. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

### **SAULS CREEK ROAD**

Upon inquiry by Commissioner Peters, Chief Administrator Butler reported that he received a letter back from the State, stating that they could not take the Sauls Creek Road, and they encouraged the County maintain the road. Commissioner Peters suggested putting dirt on the road, grading it to make it usable, stating that he has had several calls concerning this road. Chairman McLemore discussed that the big issue is permitting, stating that D.E.P. is requiring the County to have a permit and have it engineered just to repair this road. Bill Kennedy of Preble-Rish, Inc. appeared before the Board and discussed that he does not agree, stating that he thinks the County is exempt, and requested to meet with Chief Administrator Butler after this meeting to go over all the scenario's and come up with a price according to D.E.P. specifications. Mr. Kennedy reported that he will report two scenarios to the Board at the next meeting. Commissioner Yeager discussed the need to have a meeting with the Secretary of D.E.P. Chairman McLemore requested for Chief Administrator Butler and Mr. Kennedy bring a report back to the Board at the next meeting. Commissioner Yeager discussed the possibility of making a low water crossing in these areas on the road.

### **PINE RIDGE APARTMENTS – BEARS**

Commissioner Peters discussed a letter on page nine of the Information Packet from Pam Silcox concerning the bear issue at Pine Ridge Apartments, stating that they are having a problem. Sheriff Nugent stated he had talked to F.W.C. Commissioner Yeager reported that he spoke with F.W.C. concerning this issue and they put a trap out to try and catch the bear.

### **CAPE SAN BLAS BEACHES**

Commissioner Traylor discussed that he and Jack Husband have been walking the beaches at Cape San Blas for the past four months, stating that the erosion is terrible and that some of the houses near the Stumphole are only 150 feet from the water. Commissioner Yeager discussed the erosion and the process of the appeal to F.E.M.A. for their denial due to the COBRA area. Commissioner Yeager stated that this area has the highest erosion rate in the State of Florida. Commissioner Yeager discussed that the Board declared a Local State of Emergency to try and help these residents.

### **SACRED HEART HOSPITAL SIGNS**

Commissioner Traylor discussed that Joseph Whitfield needs to be made aware of the signs that were put up on July 20<sup>th</sup> for Sacred Heart Hospital on the roads.

### **THE STAR PAPER - ARTICLES**

Commissioner Traylor discussed several articles in The Star concerning Windmark, the water hook-ups and The City of Port St. Joe; stating that the City saw an opportunity to make the City better through the annexation of Windmark. Commissioner Traylor stated that the City and County did what they felt was best.

### **CONSOLIDATION SITE**

Chairman McLemore discussed the consolidation site, stating that the County has a 120 day contract with Cathey Construction and we are now 90 days into it and do not have anything done. He requested for the Board to support Building Official Collinsworth as the project manager, working with the contractor, and he report back to the Board at every meeting. Commissioner Traylor discussed the penalties of not completing this project. Commissioner Yeager discussed that this site is still fairly wet, and that you cannot pour a slab with it wet. Building Official Collinsworth discussed that there have been some problems at this site, and they are now keeping a log on the status of this project. He reported that he went to the site today and there is five foot of water in the pit area. Chairman McLemore recommended giving Building Official Collinsworth the authority, as project manager, for this project. Commissioner Peters motioned to approve the Chairman's recommendation. Commissioner Traylor seconded the motion, and it passed 3 to 1, with Commissioner Yeager voting no.

### **PETERS PARK**

Commissioner Peters discussed that Building Official Collinsworth has been working on specifications for the outside basketball court at Peters Park, stating that there are some bad cracks which need to be sealed. Building Official Collinsworth reported that he spoke with two contractors, and that the project will cost approximately \$4,400.00. Commissioner Peters motioned to repair the cracks at Peters Park and to be paid from the Parks and Recreation Fund. Commissioner Traylor seconded the motion, and it passed unanimously (4-0).

### **DEAD LAKES PARK**

Commissioner Traylor motioned to have repairs done at Dead Lakes Park not to exceed \$5,000.00, to be paid from the Parks and Recreation Fund. Commissioner Peters seconded the motion, and it passed unanimously (4-0).

**DUMP STATION – NORTH END**

Chairman McLemore directed Chief Administrator Butler and Public Works Director Danford to come up with some figures on getting the dump opened on the North end of the County two days per week, and report back to the Board at the next meeting. Commissioner Yeager discussed that the budget was worked hard, and there are no funds available.

**GULF COUNTY HEALTH DEPARTMENT – CORE CONTRACT**

Clarissa Herndon, Gulf County Health Department Operations Manager and Marie Clark Gulf County Health Department Business Manager appeared before the Board and requested approval of the Gulf County Health Department Core Contract and Fee Schedule. Chairman McLemore stated that this was in the Agenda tonight and has already been approved.

There being no further business, and upon motion by Commissioner Traylor, the meeting did then adjourn at 6:42 p.m., E.T.

**CARMEN L. MCLEMORE  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**



**Gulf County Emergency Management**  
 1000 Cecil G. Costin, Sr. Blvd. Bldg 500  
 Port St. Joe, Florida 32456

## MEMO

**TO:** Gulf County Board of County Commissioners

**FROM:** Marshall Nelson *Marshall Nelson*

**DATE:** September 20, 2010

**SUBJECT:** EMPA Grant Funds  
 Agreement #11-BG-05-02-33-01-

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Attached are four copies of the Emergency Management Preparedness and Assistance Grant for Gulf County in the amount of \$77,043 covering October 2010-June 2011. By this memo we are requesting the Board's approval of this grant. Please have the chairman sign all four copies and return to Emergency Management.

**BCC APPROVED**

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

2010 SEP 22 PM 1:49

Contract Number: 11-BG-05-02-33-01-\_\_\_\_\_

CFSA Number: 52.008

### STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on October 1, 2010 and shall end June 30, 2011, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule "Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

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

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and Budget - Attachment A, A-1 and B - and all other applicable laws and regulations.

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

#### (6) AUDIT REQUIREMENTS

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

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8 00 a.m. to 5.00 p.m., local time, Monday through Friday.

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

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

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

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

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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

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

**[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

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

The Auditor General's Office at the following address:

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

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

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

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

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

(7) REPORTS

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

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

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

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

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

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and A-1 to this Agreement, and reported in the quarterly report.

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

law.

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

#### (12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Wendy Stewart  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-922-7447  
Fax: 850-488-7842  
Email: wendy.stewart@em.myflorida.com

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

Marshall Nelson  
1006 Cecil G Costin Sr Blvd  
Bldg 500  
Port St Joe, FL 32456  
Telephone: 850-229-9110  
Fax: 850-229-9115  
Email: mnelson@gulfcounty-fl.gov

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

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of

whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A and A-1 – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes, Regulations and Program Requirements

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Change Sheet

(17) FUNDING/CONSIDERATION

(a) By execution of this Agreement, the Recipient also authorizes the Division to pay on its behalf \$2,312 for the recurring charges for the satellite communications service from the total allocation provided to Recipient of \$79,355.

(b) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$77,043**, subject to the availability of funds.

(c) Any advance payment under this Agreement is subject to Section 216.181(16), Fla Stat. and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on

which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

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

(d) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

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

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

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

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

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

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

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

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

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

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

(18) REPAYMENTS

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

Department of Community Affairs  
 Cashier  
 Finance and Accounting  
 2555 Shumard Oak Boulevard  
 Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by

reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES

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

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

**RECIPIENT:**

**GULF COUNTY**

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

Name and title: Carmen Mclemore, Chairman Gulf County Board of County Commissioners

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

FID# 59-6000627

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

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

Name and Title: David Halstead, Director, Florida Division of Emergency Management

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

## EXHIBIT – 1

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

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52008

State Financial Assistance: \$79,355 (less \$2,312 for satellite service for 9 months)

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

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

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

Eligible recipients for these funds are the 67 Florida counties.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A and A-1  
Scope of Work

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

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

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

**Gulf County**  
**Emergency Management**  
*2010 - 2011 Scope of Work*

Item #	Deliverables	Mid Year Review		End of Year Review	
		In Work	Complete	In Work	Complete
		Due Date Missed		Due Date Missed	
1	<p><b>COORDINATION AND COLLABORATION</b> - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.</p> <p>A. No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in at least the following during this contract period (10/01/2010-06/30/2011) if scheduled during agreement period.</p> <ul style="list-style-type: none"> <li>-Quarterly Regional Coordination Meetings</li> <li>-Current Issues in Emergency Management (CIEM)</li> <li>-Regional Domestic Security Task Force (RDSTF) Meeting</li> <li>-Urban Area Security Initiative Meetings (if applicable)</li> <li>-Florida Governor's Hurricane Conference or National Hurricane Conference</li> <li>-Florida Emergency Preparedness Association Annual Meeting</li> <li>-Florida Emergency Preparedness Association Mid Year Work Session</li> <li>-Local Mitigation Strategy (LMS) Workshops</li> </ul> <p>B. The County will update and submit changes to the County Contact Form, to include County Officials annually or as changes occur (see attachment I)</p> <p>C. The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.</p> <p>D. The County will hold at least one (1) Recovery Strategy meeting to include the appropriate Emergency Support Functions (ESF), Non Government Partners (NGO) and community partners prior to the start of hurricane season</p>				
<p><b>Deliverable Status Comments:</b></p>					

2	<p>NATIONAL WEATHER SERVICE ALERT, MONITORING, RECEPTION AND DISSEMINATION - To ensure that each county emergency management agency and designated county warning point can independently monitor local weather conditions in addition to receiving and disseminating National Weather Service alerts to local government and the public, the following criteria in this deliverable must be met during this contract period (10/01/2010-06/30/2011) by each county emergency management agency. The County will maintain a link with their respective National Weather Service Forecast Office (WFO) to receive and relay real time weather information to support warning decisions.</p> <ul style="list-style-type: none"> <li>A. The County will demonstrate at least three (3) separate operational means to receive WFO information and alert reception.</li> <li>B. The County will demonstrate at least two (2) separate operational means for these alerts to be disseminated to local government and the public.</li> <li>C. The County will demonstrate redundant capabilities to monitor local weather conditions to guard against communication infrastructure failures.</li> </ul>	<p><i>In Work</i></p> <p>Complete</p> <p>Due Date Missed</p>	<p><i>In Work</i></p> <p>Complete</p> <p>Due Date Missed</p>
<p>*StormReady designation from the National Weather Service WFO will waive the deliverable requirements.</p> <p>Deliverable Status Comments:</p>			

3	<p><b>TRAINING AND EXERCISE</b> - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (10/01/2010-06/30/2011).</p> <p>A) Submit training courses conducted in counties that are not coordinated through the Training &amp; Exercise Unit to: <a href="mailto:STO@em.myflorida.com">STO@em.myflorida.com</a> for submission onto the Training and Events Calendar for information purposes only. This allows for regional collaboration and coordination and the Training and Exercise Unit to establish needs assessments.</p> <p>B) Attendance at professional conferences</p> <p>C) Each county will ensure that at least one (1) person has access to the Homeland Security Exercise and Evaluation (HSEEP) web portal. All exercises utilizing EMPA monies in the State of Florida will be conducted in accordance with HSEEP Standard.</p> <p>D) Participate in the annual Statewide Hurricane Exercise in which the submission of one (1) Incident Action Plan (IAP), one (1) Situation Report (SITREP), a roster of participants and participation in at least one (1) conference call is required.</p> <p>E) Counties will submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises.</p> <p>F) The county shall conduct at least one (1) Continuity of Operations Plan (COOP) or Continuity of Government (COG) exercise annually (an actual incident may be substituted). This exercise may be a seminar, tabletop, functional or full-scale and may be conducted as part of the Statewide Hurricane Exercise or a Regional Domestic Security scheduled exercise</p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>
<p><b>Deliverable Status Comments:</b></p>			

4	<p><b>GEOGRAPHICAL INFORMATION:</b> Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM GeoSpatial Information Systems (GIS) section on or before May 15, 2011. This shall include:</p> <ul style="list-style-type: none"> <li>A) County Shelter data utilized by the State Emergency Support Function (ESF) 6 shall be updated.</li> <li>B) County Points of Distribution (CPODs) using a format provided in cooperation with FDEM Logistics Section #5 below.</li> <li>C) Emergency Worker Base Camps using format provided in cooperation with FDEM Logistics Section #5 below.</li> <li>D) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be provided consistent with existing datasets.</li> <li>E) Location and attribute information for Essential Services Centers / Disaster Recovery Center (DRC) sites using a format provided in cooperation with FDEM Recovery Section.</li> <li>F) Location and attribute information of other critical facilities shall be provided as appropriate to maintain, correct and/or update the statewide critical facilities database. Existing data will be provided to the counties through the Regional Coordinators and assistance will be made available through the FDEM GIS Unit. Attribute information for spatial data requested shall include: Facility name; Latitude/Longitude in decimal degrees; USNG Coordinates and Physical, E911 compatible addresses need to be complete and detailed to allow for accurate geocoding of each location.</li> </ul> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>-Items listed above can be submitted via the following engines</li> <li>-ACAMS</li> <li>-HAZUS Web Portal (Password can be requested through Information Management Unit)</li> <li>-EXCEL Spreadsheet</li> <li>-Export from own GIS database</li> </ul> <p>If counties have no changes in last submission of spatial data information; submit email to GIS Unit Program Manager stating "no change from last submission."</p>	<p><b>In Work</b></p> <p>Complete</p> <p>Due Date Missed</p>	<p><b>In Work</b></p> <p>Complete</p> <p>Due Date Missed</p>
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**Deliverable Status Comments:**

	<i>In Work</i>	<i>In Work</i>	
	<i>Complete</i>	<i>Complete</i>	
	<i>Due Date Missed</i>	<i>Due Date Missed</i>	
5			<p>LOGISTICS - The county shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services.</p> <p>A) Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and POD SOG (CEMP 2.5.5). The strategy/plan shall also include, but not limited to the following:</p> <ul style="list-style-type: none"> <li>-County Government Emergency Fuel Strategy</li> <li>-Utilization of private business and industry in meeting emergency resource needs</li> <li>-List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency</li> </ul> <p>B) Location, survey forms and attributes information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms may be obtained at:  <a href="http://www.floridadisaster.org/Response/Logistics/documents/2009/LA%20Site%20Survey%20Template.xls">www.floridadisaster.org/Response/Logistics/documents/2009/LA%20Site%20Survey%20Template.xls</a></p> <p>C) POINTS OF DISTRIBUTION: Location and attribute information for Points of Distribution (POD) sites and Comfort Stations using a format provided in cooperation with FDEM's Logistics Section. County POD Site Survey Profile forms may be found at:  <a href="http://www.floridadisaster.org/Response/Logistics/2007/Documents/POD%20Distribution%20Site%20Profile.doc">www.floridadisaster.org/Response/Logistics/2007/Documents/POD%20Distribution%20Site%20Profile.doc</a></p> <p>D) Emergency Worker Base Camps using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms may be obtained at:  <a href="http://www.floridadisaster.org/Response/Logistics/documents/2009/LA%20Site%20Survey%20Template.xls">www.floridadisaster.org/Response/Logistics/documents/2009/LA%20Site%20Survey%20Template.xls</a></p>

**Deliverable Status Comments:**

6	<p><b>SHELTER SURVEY AND RETROFIT PROGRAM</b> - The county shall participate in Florida's statewide hurricane shelter space deficit elimination program by performing the following deliverables. All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by May 1, 2011 (reports required in each item below even if no change has occurred):</p> <p>A) Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to Florida Division of Emergency Management (FDEM), Infrastructure Unit. (The information is used to compile the Shelter Retrofit Report.)</p> <p>B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Unit.</p> <p>C) Develop and submit to the FDEM Infrastructure Unit a strategy to ensure that by June 1, 2011, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.</p> <p>D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2011, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2010 Statewide Emergency Shelter Plan (January 31, 2010). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item I.c. above.</p> <p>E) Update and submit to the FDEM Infrastructure Unit, hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</p> <p>F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria.</p> <p>The template to provide this information will be made available from FDEM</p>	<i>In Work</i> <i>Complete</i> <i>Due Date Missed</i>	<i>In Work</i> <i>Complete</i> <i>Due Date Missed</i>
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**Deliverable Status Comments:**

7	<p><b>LOCAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN</b> -Maintain County Comprehensive Emergency Management Plan in accordance with Rule 9G-6, Florida Administrative Code and consistent with the State of Florida Comprehensive Emergency Management Plan.</p>	<i>In Work</i> <i>Complete</i> <i>Due Date Missed</i>	<i>In Work</i> <i>Complete</i> <i>Due Date Missed</i>
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**Deliverable Status Comments:**

## Record of Review

### Mid Year Review

County Emergency Management  
Representative Signature

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

FDEM Division  
Representative Signature

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

### End of Year Review

County Emergency Management  
Representative Signature

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

FDEM Division  
Representative Signature

---

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

Attachment B  
Budget

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

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<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>62,661</u>
Other Personal Services	\$ _____
Expenses	\$ <u>8,766.00</u>
Operating Capital Outlay	\$ <u>5,616.00</u>
Fixed Capital Outlay	\$ _____
 Total State Funds	 \$ <u>77,043</u>

(see section 17 – Funding/Consideration)

**Attachment C**

**Program Statutes, Regulations and Program Requirements**

Program Statutes

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

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

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

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

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Watch Office (SWO) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWO and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.

- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWO, and shall comply with reasonable instructions issued thereafter.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. To comply with these provisions until the termination of the HNS Agreements.

H. The amounts retained for the satellite service cover the initial order for services provided to the Division pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.
2. Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

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

(2) NAWAS

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

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be

applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

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

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

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

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

(5) CERTIFICATIONS

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

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

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

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

6) OTHER CONDITIONS

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

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

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

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

**Attachment D**  
**Reports**

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. The Recipient shall provide the Division with a sampling of documentation listed below will be requested by your contract manager for each quarter. If you wish to submit one or two items (i.e., invoice and check/proof of payment) with your reports, this will suffice unless other sample documents are deemed necessary for audit purposes for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries)
  - OPS/Contractual Services: Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks related to these services.
  - Expenses: Copies of invoices/receipts, checks and canceled checks
    - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
    - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - OCO: Copies of invoices/receipts, checks and canceled checks
  - FCO: Copies of invoices/receipts, checks and canceled checks
  - Copies of the general ledger each quarter should also be provided.

- C. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31 and June 30.
- D. The final close-out report is due forty-five days after termination of this Agreement.
- E. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2010. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
- F. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2010.
- G. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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

**NO ADVANCE REQUESTED**

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

**ADVANCE REQUESTED**

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

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2008	(B) FFY 2009	(C) FFY 2010	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

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

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

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

(Do not include any match)

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

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

**ESTIMATED EXPENSES**

BUDGET CATEGORY	200____-200____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

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

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct

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

Business Hours

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

Licensing and Permitting

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

Attachment G

<b>Certification Regarding          Debarment, Suspension, Ineligibility          And Voluntary Exclusion</b>
---

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
  
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
  
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
  
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
  
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
  
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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

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

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

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

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

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

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

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

## Attachment I

**CHANGE SHEET**

Whenever there is a change to any information listed in the Telephone Directory, please note changes on this change form and submit it to our office as soon as possible. It is imperative for this directory to be as accurate as possible in the event of an emergency. A copy of these changes will be forwarded to the other counties on the Change Form included in the Telephone Directory.

**County:****Emergency Management Contact/Director:**

Mailing Address:

Physical Address:

Office Phone:

Home Phone:

Fax:

Suncom:

Warning Point Phone:

Duty Pager:

Cellular Phone:

Warning Point Fax:

Internet Address:

**Assistant Director:**

Office Phone:

Pager:

Cellular Phone:

Home Phone:

**Other Staff:****Directions to EOC:**

**Directions to EM Office:**

**County Officials:**

Mayor:  
Office Phone:  
Fax:

Chairman:  
Office Phone:  
Fax:

County Administrator:  
Office Phone:  
Fax:

Assistant County Administrator:  
Office Phone:  
Fax:

Sheriff:  
Office Phone:  
Fax:

Superintendent:  
Office Phone:  
Fax:

American Red Cross: (include Chapter)  
Office Phone:  
Fax:

**Other:**

**Submit changes to the State Watch Office** by e-mail at [EOC-Operations@em.myflorida.com](mailto:EOC-Operations@em.myflorida.com), by fax at 850-488-7841 or at the following address:

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

GULF COUNTY MOSQUITO CONTROL  
1001 TENTH STREET  
PORT ST JOE, FL 32456  
(850) 227-1401 OFFICE (850) 229-9521 FAX

MEMO

DATE: OCTOBER 6, 2010

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARK COTHRAN, DIRECTOR GCMC *MC*

RE: NEW MOSQUITO PICK-UPS

- 
- 1- REQUEST PERMISSION FROM THE BOARD TO PURCHASE THREE NEW 1/2 TON FOUR WHEEL DRIVE PICK-UP TRUCKS FOR MOSQUITO CONTROL TO REPLACE EXISTING TRUCKS. THESE TRUCKS WILL BE PURCHASED OFF THE STATE CONTRACT USING FUNDS FROM THE MOSQUITO CONTROL STATE BUDGET 42362.
  - 2- REQUEST PERMISSION FROM THE BOARD TO ADVERTISE FOR SURPLUS THE THREE EXISTING MOSQUITO CONTROL TRUCKS TO BE REPLACED PER FLORIDA STATUTE REQUIREMENTS AFTER THE PURCHASE AND DELIVERY OF THE NEW PICK-UPS.

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

2010 OCT -6 AM 11:47

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

86

**BUILDING DEPARTMENT**

*Lee Collinsworth, Building Official*

1000 CECIL G. COSTIN, SR. BLVD., ROOM 305 • PORT ST. JOE, FLORIDA 32456 • PHONE (850) 229-8944 • FAX (850) 229-7873

September 28, 2010

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

To Whom It May Concern:

Please remove the following items from Gulf County Building Department's inventory:

- 1) LT1 Dell Laptop  
ID#260-67  
Serial number-48643-53T-0598
- 2) LT2-Dell Inspiron 2200  
ID#260-68  
Serial number-0U6962-48643-53T-0583

These items are no longer functional. If you have any questions or concerns, please do not hesitate to call this office.

Sincerely,



Lee Collinsworth  
Gulf County Building Official  
850-229-8944

**BCC APPROVED**

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

2010 SEP 28 AM 10:06

CLERK OF COUNTY  
GULF COUNTY, FLORIDA

**BOARD OF COUNTY COMMISSIONERS**  
**GULF COUNTY, FLORIDA**  
**OFFICE OF THE COUNTY ATTORNEY**  
 Timothy J. McFarland, General Counsel  
 326 Reid Ave., Port St. Joe, FL 32456, Phone (850) 227-3113, Fax (850) 227-2113

October 6, 2010

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

**INVOICE FOR PROFESSIONAL SERVICES RENDERED**  
**SEPTEMBER, 2010**

Total professional hours expended for September 2010- 79.8

57.2 hours @ \$100.00 per hour	\$5,720.00
22.6 hours @ \$125.00 per hour	\$2,825.00
<b>COSTS:</b>	
West Law Fees	\$ 195.00

**TOTAL AMOUNT DUE: \$8,740.00**

2010 OCT -6 AM 11:55

**BCC APPROVED**

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

ACCT. # 2111-31200

GULF COUNTY MOSQUITO CONTROL  
 1001 TENTH STREET  
 PORT ST JOE, FL 32456  
 (850) 227-1401 OFFICE (850) 229-9521 FAX

MEMO

DATE: OCTOBER 6, 2010

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARK COTHRAN, DIRECTOR GCMC *MC*

RE: NEW MOSQUITO PICK-UPS

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- 1- REQUEST PERMISSION FROM THE BOARD TO PURCHASE THREE NEW 1/2 TON FOUR WHEEL DRIVE PICK-UP TRUCKS FOR MOSQUITO CONTROL TO REPLACE EXISTING TRUCKS. THESE TRUCKS WILL BE PURCHASED OFF THE STATE CONTRACT USING FUNDS FROM THE MOSQUITO CONTROL STATE BUDGET 42362.
- 2- REQUEST PERMISSION FROM THE BOARD TO ADVERTISE FOR SURPLUS THE THREE EXISTING MOSQUITO CONTROL TRUCKS TO BE REPLACED PER FLORIDA STATUTE REQUIREMENTS AFTER THE PURCHASE AND DELIVERY OF THE NEW PICK-UPS.

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
 ACCT. # 42362-64000

2010 OCT -6 AM 11:47

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
RESOLUTION: NO. 2010-\_\_\_\_**

**A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (PROJECT #422457-2-58-01)**

**WHEREAS**, Gulf County has been awarded a FEMA Hazard Mitigation Grant (HMGP - CFDA #97.039) for the Stumphole Revetment Project (Roadway ID No. 51001000 from Mile Post 3.796 to Mile Post 3.826); and

**WHEREAS**, the Florida Department of Transportation (FDOT) has agreed to provide the 25% matching funds required by FEMA for the project; and

**WHEREAS**, the Florida Department of Transportation (FDOT) has the authority under Section 339.135, Florida Statutes, to enter into an Agreement with Gulf County; and

**WHEREAS**, Gulf County has certified to FDOT that they will meet the requirements of said Section 339.135, Florida Statutes; and

**WHEREAS**, FDOT is willing to provide Gulf County with federal District Dedicated Revenue under Financial Management Number 422457-2-58-01 for costs directly related to the **Stumphole Revetment Project**, hereinafter referred to as the "**PROJECT**";

**NOW, THEREFORE, BE IT RESOLVED** by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement with FDOT for the Stumphole Revetment Project.

**THIS RESOLUTION ADOPTED THIS 12<sup>TH</sup> DAY OF OCTOBER, 2010.**

**ATTEST:**

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

2010 OCT - F112:00

\_\_\_\_\_  
**Clerk / Deputy Clerk**

\_\_\_\_\_  
**Carmen L. McLemore, Chairman**

**RESOLUTION NO. 2010-**

**A RESOLUTION AUTHORIZING THE EXECUTION OF GRANT AGREEMENT NO. ARE042 BETWEEN THE FLORIDA ENERGY AND CLIMATE COMMISSION AND THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE GULF COUNTY ENERGY CONSERVATION PROGRAM.**

**WHEREAS**, the Gulf County Board of County Commissioners has been awarded funding through the Florida Energy and Climate Commission (ARRA U. S. Department of Energy Grant No. ARE042) for the Gulf County Energy Conservation Program; and

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

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

**ADOPTED** this 12th day of October, 2010.

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**CARMEN L. McLEMORE, CHAIRMAN**

**ATTEST:**

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**CLERK / DEPUTY CLERK**

2010 OCT -6 PM 12: 01