BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

AGENDA **AUGUST 24, 2010** **TIME / PAGE NO.**

1. Meeting Called to Order . . . . . 6:00 p.m.
2. Consent Agenda 1-70
3. Supplemental Consent Agenda 71-72
4. Public Hearing – Ordinance – Amending Sexual Offender and Sexual Predator 73-76
5. County Staff Business
6. Board Business
7. Keith McCarron, Apalachee Regional Planning Counsel – F.D.O.T. 5 Year Transportation Plan . . . . . .
8. Tricia Pearce – Life Management Center of Northwest Florida, Inc. – Suicide Prevention Week . . . . . .
9. Public Discussion

F.S. 286.0105:

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

CONSENT AGENDA
August 24, 2010

1. Minutes – August 3, 2010 – Special Budget Meeting 1-5
   - August 10, 2010 – Regular Meeting 6-13

2. Agreement – Governor's Office of Tourism, Trade and Economic Development (Rural Area of Critical Economic Concern) . . 14-19

   Agreement – Whitfield Timber Company (Sale of 200 Acres of Timber) . 20-24

3. Contract – Emergency Management (Deepwater Horizon Oil Spill E.O.C. Staff Augmentation Personnel and Branch Four County Representative) 25

4. Grant Agreement – Emergency Management Preparedness Grant (Contract Number 11-FG-7W-02-33-01 * $49,530.00) . . 26-55

5. Inventory – Gulf County Emergency Service Unit (Transfer all inventory to the Gulf County Beaches Fire Department) . . . 56

6. Invoices – City of Port St. Joe - Beacon Hill Phase 3 (Billing #5 * $11,904.00 * to be paid from Account #33035-81000, contingent upon receipt of funds from D.E.P.) 57-61

7. Purchase Request – Gulf County Beaches Fire Department (Replacement Radio's and Pagers not to exceed $5,000.00) . . . 62

8. Resolution – Gulf County Comprehensive Emergency Management Plan 63-66

9. Tax Roll Recapitulation for 2009 67

10. Travel – District 5 (ACC Education Program through the Florida Counties Foundation and the University of Florida) . . 68-70

PORT ST. JOE, FLORIDA

AUGUST 3, 2010

SPECIAL BUDGET MEETING

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 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, G.I.S. Director Scott Warner, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Human Resource Director Denise Manuel, Mosquito Control Director Mark Cothran, Planner David Richardson, Sheriff Joe Nugent, Solid Waste Director Joe Danford, Tax Collector Shirley Jenkins, Sheriff's Office Major Bobby Plair, and Veterans Service Officer James Kennedy.

Chairman McLemore called the meeting to order at 5:03 p.m., E.T.

2010-11 PROPOSED BUDGET

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

1. The property values County wide have reduced approximately 21%, and the proposed budget shows a related 21% increase. The increase in the proposed millage rates are in proportion to the decline in property values except for the fire districts. The fire districts can only assess a millage rate up to .5000 and accordingly, will receive less in ad valorem taxes. The Management Staff believes that the ad valorem taxes anticipated will be adequate to fund the fire department budgets.

2. The total proposed budget of Gulf County is $34,785,294.00 which is 38.46% of the total budget is funded with Ad Valorem taxes.

3. There are $3.6 million dollars in the budget which are state and federal grant funds.

4. The County expends 21.17% ($7,363,858) of the total budget on public safety, which is the largest expenditure category, stating that this includes Law Enforcement, Fire Control, Detention and Correction, Protective Inspections, Emergency and Disaster Relief, Ambulance and Rescue Services, and Medical

Examiners. Approximately 8.61% of this budget ($633,850) is funded from fees, the remainder is funded with ad valorem or other state shared revenues.

5. As a general rule most departmental budget requests are 3% less than the current original budget.

6. There are zero salary increases included in the 2010-2011 Budget, stating that this will be the third year of no budgeted salary increases.

7. The Medicaid budget proposal is an increase of $63,900.00, stating that this is a mandatory cost to the County.

8. The County fuel taxes are pledged for payment of the 2006 Gas Tax Revenue Refunding Bonds through 2032. The County is now mandated to fund a reserve of $200,000.00 per year until there is $1 million in reserves.

9. Approximately $1.8 million of ad valorem taxes are levied for the repayment of bond indebtedness for the dune restoration project completed on Cape San Blas. The debt is scheduled to be repaid in 2013 providing much welcomed tax relief since the Gulf Front M.S.T.U. approaches the 10 mill cap. A further decline in property values in the M.S.T.U. areas could result in the Gulf Interior M.S.T.U. also approaching the 10 mill cap.

10. The budget which was previously presented to the Board is proposed at a 7.0330 millage rate.

CASH CARRY FORWARD

Clerk Norris requested permission to decrease Cash Carry Forward (and related expenses) for the Mosquito Control ($20,000.00), Howard Creek Fire Department ($412.00), S.H.I.P. ($50,000.00), and Beach Renourishment ($5,000.00), stating that they were over estimated, and this does not affect the Ad Valorem Taxes (detail on file in Clerk's Office). Commissioner Traylor motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

2010-2011 PROPOSED BUDGET CUTS

Commissioner Yeager reported that the Board wanted to get back to the original current millage rate (5.7679), and for this to happen they had to cut approximately $2 million from the current budget, stating that this has been very difficult for the Budget Committee. Commissioner Yeager referenced the list (on file in the Clerk's Office) of proposed cuts as presented to the Commission that outlines how staff and the Budget Committee arrived at that (reducing the millage rate to 5.7679).

COMMODITY PROGRAM

Commissioner Yeager recommended reinstating the Commodity Program, and proposed to decrease the infrastructure fund, so as to not increase the millage rate.

PUBLIC WORKS – ROADSIDE PICK-UP / CONSTITUTIONAL OFFICERS

Commissioner Yeager commended the County Staff and Constitutional Officers, stating that the Constitutional Officers reduced their budgets an additional 3% and that Public Works Director Danford cut their budget without cutting a lot of services. He reported that the roadside pick-up with the equipment has to be cut, (sell one truck and use one at the landfill) stating that this will be the main impact to the Public Works Department. Chairman McLemore discussed that he disagrees with selling one of the limb trucks. Commissioner Traylor discussed that it would be more valuable to keep the truck rather than selling it. Commissioner Yeager reported that it would not affect the budget to keep the truck and use it at the landfill.

GULF COUNTY E.M.S.

Commissioner Yeager reported that there has to be a savings from the ambulance service, stating that the Board approved to advertise for R.F.P.'s for the ambulance service. He reported that there is a problem with billing and collecting, stating that if the County keeps the service they need the authority to collect the bills. Commissioner Yeager reported that they are waiting on figures from Roger Hall at Sacred Heart Hospital and E.M.S. Director Whitfield concerning the ambulance service. Commissioner Williams discussed the importance of understanding that keeping the same millage rate brings in a lot less in tax dollars due to the significant drop in property values. Commissioner Williams stated for the record that the Board's clear objective was to bring this back to a 2003 rate and a flat line millage. Gulf County E.M.S. Director Whitfield appeared before the Board and reported that they have worked very hard to cut their budget, stating that they have cut the figures, but have not cut the services. He reported that they can operate two trucks in Wewahitchka and two trucks in Port St. Joe at the same time, and possibility three if needed. He reported that they could cut the budget to $1,071,975.00 (combining Wewahitchka and Port St. Joe) and if the billing agency collects 80% there would only be a $74,000.00 deficit which would have to be funded through ad valorem taxes. Mr. Whitfield discussed that the billing company reported that they can do the billing and collecting with their software and collect 80%, withholding 6% as their fee. Mr. Whitfield recommended going ahead and turning the billing over to this company. Following discussion by members of the Board, Commissioner Yeager recommended the Board follow through with the R.F.P. for billing services. Upon inquiry by Commissioner Williams, Gulf County E.M.S. Director Whitfield reported that they are collecting 82% in Calhoun and Washington County.

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

2010-2011 MILLAGE RATE

Upon motion by Commissioner Yeager, second by Commissioner Peters, and unanimous vote the Board approved to set the millage rate at the current rate of 5.7679.

1ST PUBLIC HEARING

Upon recommendation by Clerk Norris, Commissioner Yeager motioned to set the first Budget Public Hearing for September 8, 2010, at 5:01 p.m., E.T. Commissioner Peters seconded the motion, and it passed unanimously.

Upon inquiry, Clerk Norris stated that a recess was not necessary, as adjustments have already been made based on the Budget Committees proposed cuts and Boards recommendations.

SPECIAL DEPENDENT FIRE DISTRICTS MILLAGE RATES

Commissioner Traylor motioned to keep the Dependent Special Fire Districts at the current .5000 mill each for St. Joseph Fire Control District, Tupelo Fire Control District, Overstreet Fire Control District, and Howard Creek Fire Control District. Commissioner Yeager seconded the motion, and it passed unanimously.

M.S.T.U. VOTED DEBT SERVICE MILLAGE RATES

Clerk Norris informed the Board that the voted debt service millage rate for the Gulf Front M.S.T.U. is proposed at 9.5747 mills. Commissioner Yeager motioned to approve the proposed millage rate. Commissioner Traylor seconded the motion, and it passed 4 to 1, with Commissioner Peters voting no. Clerk Norris informed the Board that the voted debt service millage rate for the Gulf Interior M.S.T.U. is 4.2978 mills. Commissioner Yeager motioned to approve the proposed millage rate. Commissioner Williams seconded the motion, and it passed 4 to 1, with Commissioner Peters voting no.

Commissioner Peters thanked the Constitutional Officers for participating and helping with the Budget cuts, stating that the first 3% was hard for them, and they have cut an additional 3% to help reduce the Budget.

Chairman McLemore reported that this has been a team effort with everyone, and also requested a team effort from the public.

Commissioner Traylor discussed that this Board is facing things that they have never had to face before, and thanked the Budget Committee for all their hard work.

Commissioner Yeager discussed that they have made a lot of cuts, but there have also been increases that could not be avoided.

There being no further business, the meeting did then adjourn at 5:34 p.m., E.T.

CARMEN L. MCLEMORE
CHAIRMAN

ATTEST:

REBECCA L. NORRIS
CLERK

PORT ST. JOE, FLORIDA

AUGUST 10, 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, Bill Williams, and Nathan Peters, Jr.

Others present were: County Attorney Timothy McFarland, Clerk Rebecca L. 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, G.I.S. Director Scott Warner, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Tim Kerigan.

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

Upon motion by Commissioner Traylor, second by Commissioner Yeager, and unanimous vote, the Board approved the Consent Agenda, after discussion of item #2, pages 13-14 as follows:

1. Minutes – July 27, 2010 - Regular Meeting
   - August 3, 2010 – Special Meeting

2. Appointment – State 9-1-1 Board (Ben Guthrie)

3. Funding Request – Gulf County Beaches Volunteer Fire Department (Firefighter Appreciation Dinner * to be paid from Account #32122-49000)

4. Invoices – County Attorney Timothy J. McFarland (Invoice July, 2010 * $9,446.00 * to be paid from Account #21314-31100)

- MicroDATA GIS, Inc. - G.I.S. & Mapping Software Maintenance Agreement (Invoice #13334 * $10,308.80 * to be paid from Account #24352-46200)

- Rumberger, Kirk & Caldwell – General Employment Matters (File #G214-107990 * Invoice #751594 * $1,060.00 * to be paid from Account #21111-31200)

(End)

VALUE ADJUSTMENT BOARD ORGANIZATIONAL MEETING

Clerk Norris reported that the Value Adjustment Board Organizational Meeting was cancelled due to legal counsel Kristy Banks' resignation; stating that she is now working part time with the Franklin County Public Defender's Office which is a conflict, further stating that the V.A.B. cannot meet without an attorney.

COAST GUARD CONTRACT – DEEPWATER HORIZON OIL SPILL

Clerk Norris discussed that she spoke with E9-1-1 Coordinator Guthrie concerning the contract with the Coast Guard on the Deepwater Horizon oil spill, stating that it has an incorrect address for Gulf County, and the contract has changed. On behalf of E9-1-1 Coordinator Guthrie, Clerk Norris reported that the contract will be on a reimbursement basis with the Coast Guard instead of a direct position through them, as originally presented. Clerk Norris reported that the County will pay the position and then the Coast Guard will reimburse the County. After further discussion, the Board had no objection.

ADVERTISE – PARKS SERVICES CLEANUP

Deputy Administrator Lanier recommended permission to advertise to receive sealed bids for the weekend parks cleanup. Upon inquiry by Commissioner Williams, County Attorney McFarland reported that this is an annual contract. Commissioner Traylor motioned to approve this recommendation. Commissioner Yeager seconded the motion, and it passed unanimously.

AUDITOR SELECTION COMMITTEE APPOINTMENT

Deputy Administrator Lanier reported that they have received R.F.P.'s for Auditor Services and recommended the Board appoint someone to serve on the Auditor

Selection Committee. Chairman McLemore appointed Assistant Administrator Hammond to serve on the Committee.

DEEPWATER HORIZON OIL SPILL

Emergency Management Director Nelson discussed a packet prepared by Amber Davis and Jack Husband concerning the Deepwater Horizon oil spill update for Gulf County, stating that they have done an excellent job preparing this handout.

WEATHER UPDATE – LOW PRESSURE

Emergency Management Director Nelson reported that there is a low pressure in the South Eastern Gulf of Mexico, stating that they expect it to make landfall in Louisiana last Thursday or early Friday, and we should only receive rain and gusty winds.

LANDFILL – CITY OF PORT ST. JOE – WAIVE FEES

Public Works Director Danford requested permission to waive landfill fees for the City of Port St. Joe for the street sweepings which are hauled to the landfill, stating that D.E.P. rule requires it to be hauled to the landfill. Upon inquiry by Commissioner Yeager, Public Works Director Danford reported that this dirt can be used for landfill cover. Upon inquiry by Chairman McLemore, Public Works Director Danford reported that this would be approximately $10,000 to $15,000 in fees. Commissioner Yeager motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

S.C.A.T. TEAM UPDATE

Emergency Management Director Nelson reported that Planner Patrick Ferrell, of Florida Eco Services, LLC is working with the S.C.A.T. Team today and tomorrow. Patrick Ferrell appeared before the Board and reported that they have everything over in the E.O.C., stating that they went to the tip of the Cape (nine miles) cleaning up tar balls, plastic debris, cans, and wood debris. Upon inquiry by Commissioner Traylor, Mr. Ferrell reported that the Coast Guard is reviewing everything at the E.O.C., and that there were also representatives from D.E.P., E.P.A. and a B.P. Contractor there. He reported that there was approximately 10-15 pounds in debris collected.

PUBLIC MEETING – METH & PRESCRIPTION ABUSE

Sheriff Nugent invited everyone to attend a public meeting on meth and prescription abuse on Thursday, August 12, 2010 at 6:00 p.m., E.T., in the Board Room.

INSURANCE

Chief Administrator Butler discussed that the Insurance Committee has met several times concerning insurance, and reported the following recommendations from the committee.

HEALTH INSURANCE

The Insurance Committee recommends continuing the health insurance with B.C.B.S. of Florida. Commissioner Peters motioned to approve this recommendation. Commissioner Traylor seconded the motion for discussion. Commissioner Williams discussed that the Board previously capped the amount it pays at $500 for individual and $750 for family coverage, stating by shifting the cost it is an undue burden on the employees. After further discussion, the motion passed 4 to 1, with Commissioner Williams voting no.

LIFE INSURANCE

The Insurance Committee recommends renewing the life insurance with I.N.G. with no increase to rates. Commissioner Peters motioned to approve this recommendation. Commissioner Yeager seconded the motion, and it passed unanimously.

DENTAL INSURANCE

The Insurance Committee recommends renewing the dental insurance with Florida Combined Life with a 7% decrease in premiums. Commissioner Peters motioned to approve this recommendation. Commissioner Traylor seconded the motion, and it passed unanimously.

VOLUNTARY VISION INSURANCE

The Insurance Committee recommends remaining with Humana/CompBenefits for vision insurance, stating that the employee pays 100% of the premium. Commissioner Peters motioned to approve this recommendation. Commissioner Traylor seconded the motion, and it passed unanimously.

RESOLUTION #2010-17 – D.E.P. BEACH AND COASTAL ECOSYSTEM MANAGEMENT APPLICATION

Chief Administrator Butler recommended the Board adopt a Resolution authorizing the County to proceed with submittal of an application to D.E.P. Beach and Coastal Ecosystem Management, for the beach erosion control program. Commissioner Yeager motioned to adopt the proposed resolution. Commissioner Williams seconded the motion, and it passed unanimously.

RESOLUTION #2010-17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, GULF COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO PROCEED WITH THIS SUBMITTAL OF AN APPLICATION FOR STATE FUNDS UNDER PROVISIONS OF CHAPTER 161.091, FLORIDA STATUTES, TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BEACH AND COASTAL ECOSYSTEM MANAGEMENT, FOR THE FLORIDA BEACH EROISION CONTROL PROGRAMBUDGET FOR FISCAL YEAR 2011-2012, FOR THE ST. JOSEPH PENINSULA EROSION CONTROL PROJECT PHYSICAL AND ENVIRONMENTAL POST-CONSTRUCTION MONITORING, THE IMPLEMENTATION OF THE BEACH MANAGEMENT APPLICATION, AND THE DESIGN OF THE FEMA RECOVERY PROJECT.

WHEREAS, the Gulf County Board of County Commissioners believes that St. Joseph Peninsula beach is in need of a shore protection project; and

WHEREAS, St. Joseph Peninsula is recognized by the Department of environmental Protection as having a critically eroding shoreline(s); and

WHEREAS, the Gulf County Board of County Commissioners supports a shore protection project and is willing to serve as the local sponsor; and

WHEREAS, the Gulf County Board of County Commissioners is aware that there is a local funding share to implement a shore protection project for projects authorized by Section 161.101, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by Gulf County Board of County Commissioners that the Board hereby supports the St. Joseph Peninsula Erosion Control Project, and is willing to serve as local sponsor. The Board is prepared to provide the necessary local funding to implement the shore protection project. The Board also supports the Department's beach and coastal management program.

This resolution adopted by the Gulf County Board of County Commissioners this 10th day of August, 2010.

(End)

INVOICE – CITY OF PORT ST. JOE – BEACHES SEWER PROJECT

Chief Administrator Butler discussed that he received an invoice from the City of Port St. Joe for the final payment on the Beaches Sewer project. He stated that he had

discussion with the City Manager today; who provided a copy of a letter from Siemens who is a third party group that went out and looked at the Hydrogen Sulfide problem at stations 1 & 2. Mr. Butler stated that he had also had conversation with the Engineers. He reported that the average of H2S is 121 ppm that still appears to be higher than what OSHA says is 10 ppm is the maximum per place. With only 3 to 4 days run record, Chief Administrator Butler asked for the Board's direction on whether to pay the invoices since they wanted to make the stations were operating correctly. Commissioner Williams discussed that the graft prepared by the independent group Siemens indicates the H2S at 121 ppm up to 421 ppm, stating that this is beyond the acceptable levels. Commissioner Williams motioned to deny paying the invoice until further testing is performed. The motion failed due to a lack of a second. Commissioner Peters motioned to pay the invoice. Commissioner Yeager seconded the motion for discussion, stating that there needs to be a specific plan, and the odor needs to be corrected. Commissioner Williams discussed that this is a public safety issue and it needs to be corrected. After further discussion by members of the Board, Commissioner Yeager withdrew his second, and the motion failed due to a lack of a second.

ROAD SIGNS – SACRED HEART HOSPITAL

Commissioner Yeager reported that he has received some calls concerning the lack of road signs for Sacred Heart Hospital on Highway 98 and C.R. 30. Commissioner Yeager motioned to send a letter to D.O.T. for road signs to be placed on the highway. Commissioner Peters seconded the motion, and it passed unanimously.

MEETING – SENATOR NELSON

Commissioner Williams reported that he attended a meeting in Panama City today with Senator Nelson concerning local government funding, and that NOAA made a declaration that Gulf County was to be in the $20 billion dollar fund, to be administered by British Petroleum (B.P.), stating that there needs to be a third party administration.

SUNRAY COURT

Commissioner Williams discussed the need for clarification on Sunray Court in the Beacon Hill area, stating that it is a private road, and the residents have requested limited maintenance. He requested County Attorney McFarland review and report back to the Board.

D.S.I. CONTRACT – DEEPWATER HORIZON OIL SPILL

Commissioner Williams discussed that the Board previously approved to contract with D.S.I., stating that the rate structures and positions have been approved through the State. Commissioner Williams motioned to terminate all the discussions and contracts negotiations with D.S.I. and follow the guidelines of the State. Commissioner Yeager

seconded the motion for discussion. Clerk Norris reported that on June 22nd, based on Emergency Management Director Nelson recommendation the Board was going to seek approval for the Board to contract with D.S.I., stating that this was disapproved by the State and they gave new direction. Chairman McLemore reported that Chief Administrator Butler and Assistant Administrator Hammond have been given the authority to follow through. After further discussion by members of the Board, the motion then passed 3 to 0, with Chairman McLemore and Commissioner Traylor abstaining due to a business relationship with B.P.

NORTHWEST FLORIDA CHILD DEVELOPMENT ANNIVERSARY

Commissioner Peters reported that he and Commissioner Traylor attended the N.W.F.C.D. Annual Anniversary at the Honeyville Community Center, stating that the air conditioner vents need to be cleaned and the air conditioner filters need to be changed on a regular basis. He discussed that when the kitchen is being used at the Honeyville Community Center it is very hot in the kitchen, and recommended putting air conditioning in the kitchen area, stating that this can be paid from the timber sales at the Honeyville Park. Commissioner Peters motioned to approve this recommendation. Commissioner Yeager seconded the motion for discussion. Chairman McLemore discussed that the funds were not available when the building was built. Commissioner Yeager reported that the thermostat has been fixed and it should not be a problem. After further discussion by members of the Board, the motion then passed unanimously.

BOOM OPERATION CENTER – HIGHLAND VIEW

Commissioner Traylor reported that S.W.S. Eagle has a contract for the boom operation center located on the side of the Highland View Bridge, stating that they will be bringing boom from seven surrounding counties to be decontaminated, and this has created a lot of opportunity to extend jobs in this County. He reported that there are approximately 500-600 people working in this area. Commissioner Traylor reported that this site was chosen because of the work ethics in this County and the surrounding Counties from Pensacola to Apalachicola.

GULF COUNTY HEALTH DEPARTMENT ADMINISTRATOR

Upon request of Commissioner Traylor, Kim Barnhill Interim Administrator of the Gulf County Health Department appeared before the Board and stated that she is the Administrator of the Jefferson and Madison County Health Departments, and Acting Administrator for the Gulf County Health Department. Commissioner Traylor discussed an email he received concerning the position of the Gulf County Health Department Administrator. He stated that he does not understand why this position is being re-advertised, reporting that the Board recommended Jim McKnight for the position because he was qualified for the position. Ms. Barnhill reported that they have re-

advertised this position for Gulf County, and that they are looking for someone with a significant amount of public health experience; stating that this is a federally qualified Health Center in addition to the County Health Department. Upon inquiry by Commissioner Traylor, Ms. Barnhill reported that she has not seen Mr. McKnight's application, but they are looking for a minimum of seven years public health experience. Ms. Barnhill discussed that she is trying to get five years federal funding, stating that they only received the federal funding for one year last year. Commissioner Traylor discussed that the email sent by Ms. Barnhill is very disturbing to him, and should be disturbing to all Board Members. Chairman McLemore discussed that the Board previously approved to recommend Jim McKnight for the Health Department Administrator. Commissioner Williams discussed that the issue is the process in this partnership, and requested the process be expedited.

B.P. FUNDING – DEEPWATER HORIZON OIL SPILL

T.D.C. Director Kerigan reported that T.D.C. has received their additional funds from B.P., stating that the money was disbursed to the seven counties affected; a County Coalition that was already in place. T.D.C. Director Kerigan reported that the $7 million was divided as follows: 2% of $7 million to each county, 10% to the 2 most heavily affected Counties, and the remaining (76%) was split based on each Counties bed tax collections. He reported that Gulf County received $251,000.00, and that this needs to be spent on marketing, events, or anything to bring people to this area; stating that the spending plan has to be approved by September 15th with the funds spent by September 30th. T.D.C. Director Kerigan reported that he has a general plan for how the funds will be utilized.

SCALLOP FESTIVAL – CONTRIBUTION

On behalf of Chamber of Commerce Director Sandra Chafin, John Parker appeared before the Board and thanked Commissioner Yeager for his contribution to the Scallop Festival.

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 7:05 p.m., E.T.

CARMEN L. MCLEMORE
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

STATE OF FLORIDA

Office of the Governor

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CHARLIE CRIST
GOVERNOR

July 14, 2010

The Honorable Carmen McLemore, Chair
Board of Gulf County Commissioners
1000 Cecil G. Costin Sr. Blvd
Port St. Joe, Florida 32456

RE: Rural Area of Critical Economic Concern Memorandum of Agreement

Dear Chairman McLemore:

Enclosed please find a Memorandum of Agreement (MOA) between Gulf County and the Governor's Office of Tourism, Trade and Economic Development (OTTED). Gulf is part of the Northwest Florida Rural Area of Critical Economic Concern which was re-designated January 25, 2010 by Executive Order Number 10-22, expiration date of January 8, 2015.

Pursuant to Florida Statute 288.0656(7), designation as a rural area of critical economic concern shall be contingent upon the execution of memoranda of agreement with OTTED and the governing bodies of the counties and municipalities in a rural area of critical economic concern.

Please print and execute two originals, and return them to my attention at:
The Governor's Office - OTTED
Attn: Diane Scholz
The Capitol, Suite 2001
Tallahassee, FL 32399-0001

Once, fully executed by OTTED's Director, one original will be returned to Gulf County for its files.

If you have any questions or need for assistance, please call me at (850) 487-2974 or email me at diane.scholz@eog.myflorida.com.

Sincerely,

Diane Scholz

Diane Scholz
Sr. Analyst - Economic Development Programs
Office of Tourism, Trade and
Economic Development

BCC APPROVED
DATE _____ D.C. _____

2010 AUG 18 PM 1:19

CONSENT
DATE 8/24/10 LL

THIS STANDARD MEMORANDUM OF AGREEMENT IS A COOPERATIVE AGREEMENT BETWEEN:

THE OFFICE OF TOURISM, TRADE AND ECONOMIC DEVELOPMENT

AND

GULF COUNTY, FLORIDA

I. Background and Purpose of Agreement

The purpose of this Memorandum of Agreement (MOA) is to document the terms and conditions of the implementation of the Rural Area of Critical Economic Concern (RACEC) re-designation.

The Governor and Legislature recognize that successful rural communities are essential to the overall success of the state's economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical services.

Section 288.0656, Florida Statutes authorizes the establishment of the Rural Economic Development Initiative (REDI) within the Office of Tourism, Trade and Economic Development (OTTED) and the participation of state and regional organizations. Section 288.0656 also provides for the designation of up to three RACEC areas, which are rural communities that have been adversely affected by extraordinary economic events, severe or chronic distress, or a natural disaster.

On December 6, 2004, Governor Bush signed Executive Order #04-250 which implemented the continued designation of the Counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Washington, and the City of Freeport in Walton County as a RACEC area with an expiration date of December 6, 2009.

Pursuant to Section 288.0656 (7), Florida Statutes, representatives of the state and regional agencies and organizations comprising the REDI met on November 19, 2009 and recommended the re-designation of this area. On January 25, 2010, Governor Crist signed Executive Order #10-22 which re-designated the area for another five-year term with an expiration date of January 8, 2015.

II. The Rural Economic Development Initiative (REDI)

REDI is a proactive, multi-agency effort responsible for coordinating and focusing efforts and resources of state and regional agencies on problems which affect the fiscal, economic, and community viability of Florida's rural counties and communities.

REDI works with local governments, community-based organizations, and private organizations on the growth and development of these communities to find ways to enhance the local economy and resolve issues while balancing the local environment and growth management needs.

Participating REDI representatives:

- Act as the primary point of contact for their agencies on issues and projects relating to rural communities.
- Ensure prompt and effective response to problems.
- Work closely with other representatives in the identification of opportunities for preferential awards of program funds and allowances and waiver of program requirements when necessary to encourage and facilitate long-term private capital investment and job creation.
- Review statutes and regulations and work to mitigate adverse impact.
- Ensure that each district office of their agencies is informed about REDI and provide assistance throughout their agency in the implementation of projects and issues relating to the RACEC.
- Identify projects within a designated RACEC as priority assignments.

On a case-by-case basis, REDI may recommend to the Governor waivers of criteria, requirements or provisions of certain economic development incentives. Such incentives shall include, but not be limited to: the Qualified Targeted Industry Tax Refund Program, the Quick Response Training Program, the WAGES Quick Response Training Program, the Economic Development Transportation Fund, the Brownfield Bonus Tax Program, and the Rural Job Tax Credit Program.

REDI annually reviews the RACEC designation and may recommend that the designation of the area or counties or municipalities be terminated or continued based on economic development progress from current base lines or performance under this memorandum of agreement.

III. The Participating Community

Pursuant to Section 288.0656, Florida Statutes, and Executive Order #10-22, re-designation as a RACEC shall be contingent upon the execution of a Memorandum of Agreement between OTTED and the governing bodies of the counties and the municipalities included within the area. Such memoranda shall specify the terms and conditions of the designations and the duties and responsibilities of the counties and municipalities.

Gulf County makes the following commitments.

1. Designate a specific person from among Gulf County elected or appointed officials and one person from a non-profit organization engaged in economic development activity to serve as an alternate for the community in matters relating to the Northwest Florida RACEC. The contact information form for these individuals is attached as Exhibit A. These individuals may be the same designee to serve as the community's representative to other, similar organizations.

   The county will inform OTTED of any changes to the specified persons within ten days of a change.

2. Actively participate in the RACEC regional economic development organization by attending meetings on a regular basis and taking part in regional economic development initiatives. OTTED strongly encourages the county's participation in initiatives sponsored by the regional organization such as national and regional marketing; trade shows; regional branding; and through the payment of assessed dues.

3. Catalyst Projects within the Northwest Florida RACEC shall be priority assignments for local agencies under the control of the governing body of Gulf County. These agencies will work cooperatively with REDI agencies to implement these projects.

4. Gulf County will work to ensure priority consideration and cooperation among local organizations to support projects that facilitate the retention and expansion of existing businesses as well as the recruitment of new businesses, and to improve the quality of life for their residents.

IV. Implementation and Duration

Pursuant to Executive Order #10-22, the re-designation of the Northwest Florida RACEC affecting the Counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Washington, and the City of Freeport in Walton County shall be in effect for five years and will expire on January 8, 2015. REDI may recommend this agreement be terminated or continued based on economic development progress from current base lines or performance under the memoranda of agreement.

1. This MOA shall take effect immediately upon signature by the parties involved.

2. This MOA shall expire on January 8, 2015 unless terminated earlier.

3. Both parties shall review this MOA periodically. If revisions are needed, notification shall be given to both parties in writing of the specific changes desired with the proposed modification language and the reasons for the revisions. With the mutual consent of both parties, the proposed changes shall become effective when both parties to the MOA have signed a modification to this agreement.

4. Gulf County may terminate this MOA at any time upon written notice to OTTED.

In Witness whereof, the parties have executed this Memorandum of Agreement this ____ day of _____, 2010.

_____	_____
Chris Hart IV, Interim Director	**Carmen McLemore, Chairman**
Office of Tourism, Trade	**Gulf County**
and Economic Development	**Board of County Commissioners**

Gulf County

EXHIBIT A

Contact Information For An Elected or Appointed Official

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Contact Information For One Person From A Non-Profit Organization Engaged in Economic Development

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

TIMBER SALE AGREEMENT

1. THIS BUY AND SELL AGREEMENT made this ___ day of _____, 2010 by and between Gulf County Board of Commissioners, hereinafter called the Seller, and Whitfield Timber Company, Inc., hereinafter called the Buyer.

2. WITNESSETH:

3. Cutting will begin after agreement is executed.

4. Payment. The Buyer agrees to pay Seller $168,500.00 for the trees described above.

5. Debris. Buyer agrees to remove all tops and logging debris from all roads, firebreaks, fields, streams, or other open areas. In the event trees, tops, or other logging debris fall into fields, streams, or other open areas, Buyer agrees to immediately remove such trees, tops, or other logging debris.

6. Stump Height. Buyer will cut the stumps as low as feasible.

7. Permission. Buyer will not grant any right, license, or permission to an of its agents or servants or other persons to hunt or fish on said property and otherwise will conduct the operation in a modern workmanlike manner, in accordance with good logging practices.

8. Trash. The Buyer, his agents, or contractors will not leave trash, bottles cans or other debris in the woods.

9. Notification. Buyer agrees to notify the Seller at the beginning of the cutting of the trees and in the event cutting is discontinued for more than two weeks, the Buyer agrees to notify the Seller upon resumption of the cutting.

10. Independent Contractor. The Buyer is an independent contractor, and as such, will pay all obligations incurred by it for labor, insurance, and other expenses incurred by its cutting and hauling and otherwise dealing with the trees, and Buyer agrees to save Seller harmless from all claims, liens, payment for damages and expenses or expenditures made in connection with the performance of this agreement by the Buyer. The Buyer agrees to carry worker's compensation insurance, if applicable, on all its employees.

BCC APPROVED

DATE _____ D.C. _____

11. Liability. Buyer agrees to protect, defend, indemnify and save Seller harmless from any and all judgments, orders, decrees, awards, costs, expenses, including attorney's fees, settlements, and claims on account of damage to property or personal injury, including death. Buyer agrees to provide liability insurance to indemnify the Seller against same and all such liability insurance policies shall name the Seller as additional insureds. All such liability insurance shall be in at least the sum of One Million Dollars ($1,000,000.00) for each occurrence, combined single limit; and Once Million Dollars ($1,000,000.00) aggregate, combined single limit.

12. Fires. It is agreed that in case any fires are caused by the Buyer or its agents or employees, the Buyer shall pay to the Seller damages for any of the pulpwood and/or timber located on the above described real estate not paid for under the terms of this agreement.

13. Term of Sale. The term of this contract in which the trees are to be cut and removed shall begin on the date first written above, and shall terminate at noon on March 1, 2011. Neither Seller, nor Buyer shall be responsible for non-performance due to strike, lockout, riot, war, civil disturbance, Act of God or other causes (whether or not of a similar nature) beyond the reasonable control of the parties. At the option of Buyer, the terms of this contract shall be extended for a period of time equal to the time the Buyer is prevented from cutting and removing said timber due to any of the above occurrences so that the Buyer shall have sufficient time to remove said timber.

14. Volume. Seller does not warrant or guarantee either the number of trees located on the land or the volume in board feet or cords of the timber and/or pulpwood, it being understood and agreed that Buyer relies solely upon its own inspection and examination of the premises and its computation of the Purchase Price as provided herein.

15. Access. Seller grants to Buyer all necessary rights of ingress and egress over the real estate of the Seller and over roads which the Seller has an easement to carry out the cutting by the Buyer of trees being sold pursuant to the terms of this contract. However, Buyer agrees to use existing roads where possible and shall be responsible for routine scraping and motor grading to keep the road passable.

16. Management Practices. Buyer agrees to fully comply with and indemnify SELLER for failure to comply with all applicable, federal, state, and local laws, rules and regulations including, without limitation (i) all environmental laws, rules or regulation and (ii) the procedures and practices know as "Best Management Practices Manual" published by the Florida Department of Agriculture & Consumer Services, Division of Forestry, revised 1993, and referred to as the "BMPs". The foregoing indemnity shall survive the expiration or earlier termination of this Agreement. Buyer shall not allow on the property any leakage, spillage, sampling or release of any hazardous waste, materials, or substances.

17. Damage. The Buyer agrees to avoid damage to designated fences, roads, firebreaks, crops, and other improvements located upon the real estate herein described, or located upon roads on which the Seller has an easement. Buyer agrees that in the event it or its agents or employees shall damage such fences, roads, firebreaks, crops, or other improvements that it shall reasonably compensate Seller therefore, or repair same at election of Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

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

By: _____

_____
WITNESS

_____
WITNESS

_____
NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

OWNER: Whitfield Timber Company, Inc.
ADDRESS: P.O. Box 674
Wewahitchka, Florida 32465

By: _____

_____
WITNESS

_____
WITNESS

_____
NOTARY PUBLIC

Exhibit "A"

Commence at the Southeast corner of Section 12, Township 5 South, Range 10 West, Gulf County, Florida and run thence South 88 degrees 00 minutes 56 seconds West, along the South boundary line of said Section 12 (as monumented), for a distance of 2,588.29 feet to intersection of said monumented South line with the monumented West boundary line of the East on half of said Section 12, thence leaving said lines, continue South 88 degrees 00 minutes 56 seconds West, for a distance of 196.25 feet to the approximate centerline of a north south trail road for the POINT OF BEGINNING, from said Point of Beginning continue South 88 degree 00 minutes 56 seconds West, for a distance of 2,627.40 feet; thence North 03 degrees 56 minutes 09 seconds East, for a distance of 3,333.60 feet; thence North 88 degrees 00 minutes 56 seconds East, for a distance of 2,627.40 feet to the point of intersection of the aforesaid West boundary line of East one half of Section 12 and the Northerly centerline projection of the aforesaid North south trail road; thence South 03 degrees 56 minutes 09 seconds West, along said northerly projection for a distance of 3,333.60 feet to the POINT OF BEGINNING. Containing 200.00 acres, more or less.

GULF COUNTY
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON Marshall

DATE: AUGUST 17, 2010

SUBJECT: DEEPWATER HORIZON OIL SPILL
EOC STAFF AUGMENTATION PERSONEL AND BRANCH FOUR COUNTY REPRESENTATIVE

By this memo we are requesting board approval for the request submitted in reference to additional funding and/or time extension for EOC Staff Augmentation Personnel and the Branch Four County Representative should you choose to extend these contracts at a later date.

Cc: File

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2010 AUG 18 AM 11: 16

BCC APPROVED
DATE _____ D.C. _____

C:\Users\nelsonm\Documents\EMERGENCY MANAGEMENT\Disasters\2010 Disaster\Deepwater Horizon Oil Spill\Correspondence\Funding Request for EOC Staff Augmentation and Branch 4 Representative Memo to Board.doc

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

MEMO

TO: **Board of County Commissioners**

FROM: **Marshall Nelson**

DATE: **August 16, 2010**

SUBJECT: Emergency Management Preparedness Grant (EMPG) Federally-Funded Subgrant agreement Contract Number: 11-FG-7W-02-33-01-

---

By this memo we are requesting the board's approval of the attached Emergency Management Preparedness Grant for July 1, 2010-June 30, 2011 in the amount of 49,530.00. This grant requires 100% match.

BCC APPROVED
DATE _____ D.C. _____

2010 AUG 17 AM 9:32

Contract Number: 11-FG-7W-02-33-01-___
CFDA Number: 97.042

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 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 OMB Circular No. A-102, Common Rule: Uniform Administrative Requirements for State and Local Governments" 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 and B - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year,

the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

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

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

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

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

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

(7) REPORTS

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

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

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other

action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A 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
1000 Cecil G. Costin Sr Blvd. Bldg 500
Port St Joe, FL 32456
Telephone: 850-229-9110
Fax: 850-229-9115
Email: mnelson@gulfcounty-fl.gov

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

(14) SUBCONTRACTS

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

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority 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 – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes, Regulations and Special Conditions

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H - Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$49,530** subject to the availability of funds.

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

_____ An advance payment of $_____ is requested

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

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

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

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

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

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

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

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

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

(18) REPAYMENTS

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

Department of Community Affairs
Cashier
Fiscal Management
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 unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT:

GULF COUNTY

By:_____

Name and title: _____

Date:_____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By:_____

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

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:
NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.
Federal Program

Federal Agency: U.S. DHS/FEMA
(Department of Homeland Security/Federal Emergency Management Agency)
Catalog of Federal Domestic Assistance title and number: EMPG/97.042
(Emergency Management Performance Grant)
Award amount: **$49,530**

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

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

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

Federal Program:
List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2010 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

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

Attachment A

Scope of Work

Base Grant funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2010 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

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

Attachment B

Budget

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

Category	**Anticipated Expenditure Amount**
Organizational Costs	$ 49,530
Planning Costs	$
Training Costs	$
Exercise Costs	$
Equipment Costs	$
Management & Administration Costs (limited to 3% of the total)	$

Total EMPG Funds $ 49,530
(see section 17 – Funding/Consideration)

Attachment C
Program Statutes, Regulations and Special Conditions

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

Special Conditions

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

A. Administrative Requirements
- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

B. Cost Principles
- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

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2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Emergency Management Performance Grants Program Guidance and Application kit.

4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment D

Reports

A. The Recipient shall provide the Division with quarterly financial reports and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.

- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for DEM then only need to provide date of submission and who submitted plan/product to), etc.).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
- Copies of the general ledger each quarter should also be provided.

C. **Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**

D. **The final close-out report is due forty-five days after termination of this Agreement.**

E. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12). "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

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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.

[X] **NO ADVANCE REQUESTED**

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

[ ] **ADVANCE REQUESTED**

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

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES[1]				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

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

MAXIMUM ADVANCE ALLOWED CALULATION:

_____ X $ _____ = _____

Cell D3 — DEM Award (Do not include any match) — MAXIMUM ADVANCE

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 _____

_____

Licensing and Permitting

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

Attachment G

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____
Signature

_____
Recipient's Name

_____
Name and Title

_____
DCA Contract Number

_____
Street Address

_____
City, State, Zip

_____
Date

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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.

2010 AUG 18 PM 1:19

August 10, 2010

To. Gulf County Board of County Commission

From.Bobby Plair Gulf County Emergency Service Unit

Due to The Gulf County ESU Budget being cut out of the 2010,2011 County Budget please transfer all of the Gulf County ESU Inventory to The Gulf County Beaches Fire Department Inventory as of 10-01-2010.

The Beaches Fire Dept. has agreed to take over the ESU Budget and maintain the Jaws of Life equipment to assist the County in continuing to provide extrication for the south end of Gulf County. Again please transfer all item in the ESU inventory to the Gulf County Beaches Inventory as of October 01, 2010. If you have any questions please contact me at 850-596-9079 of Administrator Butler.

Bobby Plair Chief Gulf County Emergency Service Unit.

CONSENT
DATE: 8-16-10
DB

2010 AUG -9 AM 10:49
BOARD OF COUNTY COMMISSIONERS

BCC APPROVED
DATE _____ D.C. _____

The City of Port St. Joe

Post Office Box 278 · Phone (850) 229-8261
Port St. Joe, Florida 32457

July 26, 2010

2010 AUG 18 AM 8:52

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

RE: DEP Agreement No LP6033
Beacon Hill Sewer Project

Dear Mr. Butler:

The City of Port St. Joe is requesting reimbursement in the amount of $11,904.00 for Preble-Rish Inc., Invoice 66490 for the above referenced project.

I have enclosed the Engineer's Certification of Disbursement Request signed by Philip Jones, a Progress Report Form that covers July 1, 2010 through July 26, 2010, an itemized Reimbursement Request Form, copy of the Invoice and Check for your records.

Should you have any questions, please give me a call, 229-8261.

Sincerely,

Charles W. Weston
City Manager

Enclosures as stated

APPROVED FOR PAYMENT
Date 8/16/10 D.H. JK
Acct. # 33035-81000
Beacon Hill - Phase 3
Contingent on Receipt of funds from DEP.

BCC APPROVED
DATE _____ D.C. _____

07-26-10P03:51 RCVD

CITY OF PORT ST. JOE, FLORIDA

REIMBURSEMENT REQUEST

April 28, 2010
Date

Gulf County Board of County Commissioners
(District)

Billing Period: 4/29/10 - 6/19/10

Gulf Beach Sewer (Beacon Hill Sewer)
Project

Billing # 5

DEP Division: Water Resource Management

DEP Program: Line Item

Vendor Name	Vendor Invoice Number	Check Number	Date	Project Cost	General Description and Project Element
Preble-Rish, Inc.	66490	34569	7/22/2010	$ 11,904.00	Construction Admn., Eng., Permitting & Contract Docs

* Invoice included in check stub summary.

TOTAL $ 11,904.00

CERTIFICATION: I hereby certify that the purchases noted above were used in accomplishing the project.

Project Administrator — Date: 26 JUL 2010

CERTIFICATION: I hereby certify that invoices, canceled checks and other Purchasing documentation have been maintained as required to support the costs reported above and are available upon request.

Project Financial Officer — Date: 7/26/2010

PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS
Blountstown • Bristol • Crawfordville • Monticello • Panama City
Port St. Joe • Quincy • Santa Rosa Beach

Invoice

59

DATE	INVOICE#
6/30/2010	66490

BILL TO:

City of Port St. Joe
Attn: Ms. Robin Combs, Accounts Payable
P.O. Box 278
Port St. Joe, FL 32457

JUL 6 2010

450537/616116

PO NUMBER	TERMS	PROJECT
Gen Fund	Due on recpt	19.159 Beacon ...

QUANTITY	DESCRIPTION		RATE	AMOUNT
	BEACON HILL SEWER COLLECTION SYSTEM 2010			
	REVISED SCOPE			
	Services through 6/19/2010			
	1. Construction Administration (Dry Line)			
	Contract Amount	$16,225.00		
	Percent Complete	100%		
	Amount Previously Invoiced	$14,602.50		
	AMOUNT DUE THIS INVOICE		1,622.50	1,622.50
	2. Engineering, Permitting, and Contract Documents			
	Contract Amount	$82,815.00		
	Percent Complete	100%		
	Amount Previously Invoiced	$74,533.50		
	AMOUNT DUE THIS INVOICE		8,281.50	8,281.50
	3. Certifications			
	Contract Amount	$ 4,000.00		
	Percent Complete	100%		
	Amount Previously Invoiced	$ 2,000.00		
	AMOUNT DUE THIS INVOICE		2,000.00	2,000.00

THANK YOU! Please remit to our Port St. Joe office

TOTAL $11,904.00

324 Marina Drive • Port St. Joe, FL 32456
850/227-7200 fax 850/227-7215

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK

CITY OF PORT ST. JOE
COUNTY SEAT OF GULF COUNTY
P.O. BOX 278
PORT ST. JOE, FLORIDA 32457

VISION BANK
CITY OF PORT ST. JOE, FL
VOID AFTER 90 DAYS

CHECK NO. 034569
034569

63-474/632
60 04

VENDOR	CHECK DATE	CHECK AMOUNT
527	07/22/2010	$11,904.00

*****11,904 DOLLARS AND NO CENTS

AY

THE
RDER

PREBLE-RISH, INC.
324 MARINA DRIVE
PORT ST. JOE FL 32456

MAYOR MP

TREASURER MP

⑈034569⑈ ⑆063204746⑆ 1008250 6⑈

Y OF PORT ST. JOE PORT ST. JOE, FLORIDA 32457

034569

34569

OICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	
				AP2110	
7/09/10	66490	BEACON HILL SEWER DRY LIN	11,904.00		VOUCHER 205219

527 PREBLE-RISH, INC. 11,904.00 34569

60

Progress Report Form

FDEP Agreement No.: LP6033
Grantee Name: Gulf County
Grantee Address: 1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456
Grantee's Grant Manager: Towan Kopinsky Telephone No.: 850-229-6144

Reporting Period: July 1, 2010 - July 26, 2010
Project Number and Title: Beacon Hill Sewer LP6033

Provide a summary of project accomplishments to date:

Phase 1, Highland View is 100% complete.

Phase 2, St. Joe Beach is substantially complete.

Phase 3, Beacon Hill collection system is under design. Construction of the dry line is 100% complete.

Provide an update on the estimated completion of the project and an explanation for any anticipated delays:

Phase 1, Highland View is complete.

Phase 2, St. Joe Beach is substantially complete.

Phase 3, Beacon Hill dry line is complete. Beacon Hill collection system will begin when funding is available.

Provide any pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit cost:

No additional cost overruns are expected.

Gulf County Beaches Volunteer Fire Department

7912 Alabama Avenue • Port St. Joe, Florida 32456
E-Mail: gulfbeaches@gtcom.net

Phone/Fax (850) 647-8452

Memorandum

To: BOCC

From: David Richardson, Fire Chief

Date: August 17, 2010

Re: Justification of pager purchase

On August 4, 2010, the department received 12 Minitor V Pagers through Precision Communications, Inc. at $405 per unit for a total of $4,860.00 as a single source provider and installer/maintenance contractor of the county radio system and the total purchase was under the $5,000 bid requirement. The pagers were purchased in advance to comply with the new FCC Frequency band changes that will soon be implemented and mandatory. The frequency change by the FCC was a major reason for last year's radio system upgrade. The frequency change will also impact the other fire department's pagers and radios and will have to replace units that cannot be converted to the new frequency requirements. Our non-compliance pagers (pagers that cannot be converted to the new frequency) were traded in for a credit of $200 which reduced the invoice cost to $4,660.00 or $388.33 per unit.

With the pending compliance changes affecting all the county fire departments, we would request that the BOCC allow the fire departments to purchase replacement radio's and pagers not to exceed $5,000 per invoice as department funds permit.

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2010 AUG 18 PM 1:19

BCC APPROVED
DATE_____ D.C._____

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

MEMO

TO: **Board of County Commissioners**

FROM: **Marshall Nelson**

DATE: **August 16, 2010**

SUBJECT: **Gulf County Comprehensive Emergency Management Plan (CEMP)**

By this Memo we are requesting that the Board approve the resolution to adopt the Gulf County CEMP which has been approved by the State of Florida. Letter of State Approval is attached with this memo along with the Resolution to be adopted.

2010 AUG 17 AM 9:29

BCC APPROVED
DATE _____ D.C. _____

RESOLUTION
2010-

WHEREAS, Gulf County a political subdivision of the state of Florida, has been directed by the Florida state Division of Emergency Management, to formulate a Comprehensive Emergency Management Plan (CEMP) to be in accordance with Florida Statutes, Chapter 252 and rule 9G-2 and

WHEREAS, Gulf County has complied with that directive, and

WHEREAS, The Board of County Commissioners is in agreement with the contents, of the Gulf County Comprehensive Emergency Management Plan, it is

RESOLVED, That Gulf County does hereby adopt, ratify, and confirm the Gulf County Comprehensive Plan,

RESOLVED, that it be so noted in the minutes of this assembly of the Board of Commissioners, the 24th day of August, A.D., 2010.

IT IS FURTHER RESOLVED, That the Gulf County Comprehensive Emergency Management Plan shall govern emergency operations in Gulf County and all such operations will be in accordance with the policies stated therein, and

BE IT FURTHER RESOLVED, That this resolution also be included in the Gulf County Comprehensive Emergency Management Plan.

THIS RESOLUTION ADOPTED THIS 24th day of August, A.D. 2010.

Board of County Commissioners
Gulf County, Florida

By:_____
Chairman of the Board

Attest:

By:_____
Clerk of the Court

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

DAVID HALSTEAD
Director

July 29, 2010

Mr. Marshall Nelson, Director
Gulf County Department of Emergency Management
1000 Cecil G. Costin, Sr. Boulevard
Building 500
Port St. Joe, Florida 32456

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dear Director Nelson:

In accordance with the provisions of Rule Chapter 9G-6 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Gulf Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the Board of County Commissioners within 60 days in accordance with Rule 9G-6.006(10) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 60 days will result in a letter of non-compliance unless an extension is requested in accordance with Rule 9G-6.006(10) FAC.

'10 AUG 10 AM10:56

FLORIDA RECOVERY OFFICE • DIVISION HEADQUARTERS • STATE LOGISTICS RESPONSE CENTER
36 Skyline Drive
Lake Mary, FL 32746-6201
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Tel: 850-413-9969 • Fax: 850-488-1016
www.FloridaDisaster.org
2702 Directors Row
Orlando, FL 32809-5631

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader Lou Ritter at (850) 487-3079 or by email: louis.ritter@em.myflorida.com.

Sincerely,

Gwen Keenan, Chief
Bureau of Preparedness

GK/lr/mzd

cc: Carmen L. McLemore, Chairperson of BOCC, Gulf County
Roy Dunn, DEM Regional Coordinator Team Leader
Chris Rietow, RPC Representative
Doug Wright, DEM - Recovery
Miles Anderson, DEM - Mitigation

RECAPITULATION OF THE 2009 TAX ROLL

TO: Board of County Commissioners, Gulf County, Florida

FROM: Shirley J. Jenkins, Gulf County Tax Collector

I was Charged on the 2009 Tax Roll:	29,600,283.93
Property Appraiser has added:	1,963.76
Penalties added:	111,092.96
Less subtractions from Tax Roll:	29,704.72
TOTAL:	29,683,635.93

I have remitted the following amounts to the different Departments of State, County, and Municipal Governments:

County of Gulf:	
General Fund	7,245,690.64
Fine and Forfeiture Fund	3,635,169.57
St. Joseph Fire Control District	624,363.60
Tupelo Fire Control District	51,409.92
Howard Creek Fire Control District	16,477.03
Overstreet Fire Control District	25,551.92
Gulf Front-MSTU	1,318,394.06
Interior- MSTU	567,235.98
School Board:	
Special (LRE & Disc)	12,418,101.33
Local Capital Imp.	601,352.66
City of Port St Joe	1,297,670.53
City of Wewahitchka	409,519.17
NW Florida Water Management District	85,333.40
**Sub-Total	28,296,269.81
Discounts Earned	823,844.69
Errors & Insolvencies	(126.71)
County Held Certificates	36,446.47
Uncollected- Due to Pending Litigation	458,104.69
Warrants Pending	65,738.63
Other Unpaid Properties	
Refunded to St Joe Co. Due to they paid taxes on property they had sold to City of Port St Joe	1,692.42
Over Paid PP after Delinquent	1,665.93
TOTAL	29,683,635.93

AS THIS COMPLETES THE 2009 TAX ROLL, I WISH TO BE RELEASED FROM SAME.

Shirley J. Jenkins, Gulf County Tax Collector

Shirley J. Jenkins

Recap of Roll

BCC APPROVED

DATE _____ D.C. 67

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

(From the Desk of Warren J. Yeager, Jr., Commissioner, District 5)
1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106/639-6700
FAX (850) 229-9252 • EMAIL: commissioner5@gulfcounty-fl.gov

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

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: COMMISSIONER WARREN YEAGER, JR., DISTRICT 5
DATE: AUGUST 18, 2010
RE: ACC EDUCATION PROGRAM

I would like to attend the above course of study through the Florida Counties Foundation and the University of Florida.

Thank you.

2010 AUG 18 PM 1:19

BCC APPROVED
DATE _____ D.C. _____

FLORIDA COUNTIES FOUNDATION
All About Florida

UF UNIVERSITY of FLORIDA
IFAS Extension

Post Office Box 549
Tallahassee, Florida 32302
(850) 922-4300; FAX (850) 488-7752
www.fl-counties.com

IMPORTANT ANNOUNCEMENT!

TO: All Certified County Commissioners

FROM: Christopher Holley, Executive Director, Florida Counties Foundation

SUBJECT: The Advanced County Commissioner (ACC) Education Program "The Florida Forum for County Leaders"

DATE: August 18, 2010

I am pleased to announce that the application process for the 2010-2011 Advanced County Commissioner (ACC) education program is now open. All graduates of the Certified County Commissioners (CCC) program are encouraged to participate in this program.

The ACC program is organized as a series of three seminars, with the first seminar to be held October 28-29, at the Hilton University of Florida Conference Center in Alachua County. The follow-up events will also be in Gainesville on January 6-7 and April 14-15, 2011.

The course content will focus on leadership with an overarching theme of growth and development in Florida. It is our intention to engage the best talent available from across the nation to lead the advanced courses.

I am also pleased to announce that for the fourth year in a row, the 2010-2011 ACC series is being sponsored by the University of Florida, IFAS Extension Program. This continued partnership with the University enhances the caliber of the ACC program.

Applicants must commit to attending and paying for all three courses to be accepted. The ACC program will be limited to 30 Certified County Commissioners selected on a first-come, first-served basis. There is not a waiting list for this program. In order to be considered for the 2010-2011 class, you must submit the attached application.

The total registration fee for all three seminars is $450, which includes a total of 27 hours of first class training, all materials, and meals. The entire amount must be paid in advance. Some financial assistance is available and is described in the attachments.

We hope you will seriously consider participating in this outstanding program.

FLORIDA COUNTIES FOUNDATION

All About Florida

ADVANCED COUNTY COMMISSIONER EDUCATION PROGRAM

The Florida Counties Foundation is proud to announce the 2010-2011 Advanced County Commissioner (ACC) education program. This program is open to graduates of the County Commissioners Certification (CCC) Program. It is a 3-part series of seminars that will emphasize leadership skills important given Florida's very dynamic growth and development environment. Commissioners who complete all three seminars will receive an ACC certification to complement their CCC designation.

The seminars will be led by the best faculty available from across the nation and will address:

Seminar 1: **Leadership Skills for Change Agents in Florida's Growth Environment**
Date: October 28-29, 2010 (Thursday-Friday)
Hilton University of Florida Conference Center in Alachua County

Seminar 2: **Strategic Visioning & Implementing that Vision**
Date: January 6-7, 2011 (Thursday-Friday)
Hilton University of Florida Conference Center in Alachua County

Seminar 3: **Understanding and Working with Growth Stakeholders & County Deal Makers in Florida's Growth Environment**
Date: April 14-15, 2011 (Thursday-Friday)
Hilton University of Florida Conference Center in Alachua County

The registration fee for the entire series (all three seminars) is $450, which includes 27 hours of high quality training, all materials, and meals. The total amount must be paid in advance. The fee does not include hotel or other travel expenses. Scholarships are available for all counties. The Florida Counties Foundation is supplementing the scholarships that were previously offered by the SCTAS program. We will pay for up to eight scholarships for participants from small counties. In addition, the Vivian Zaricki Alarcon Scholarship will pay for up to 3 participants from medium/large counties that need assistance (see application for payment options).

A one-page application is enclosed. To register for the ACC program, complete the application and fax it to the Association office at (850) 488-7752 on or after August 18, 2010. Thirty applicants will be selected on a first-come, first-served basis as date/time recorded on the faxed document.

Hotel information and the first agenda will be sent to applicants accepted in the program. If you have any questions, contact Letreze Gooding, Director of Education and Events at (850) 922-4300.

SUPPLEMENTAL CONSENT AGENDA
August 24, 2010

1. Professional Services Proposal – Preble-Rish, Inc. (C.I.G.P. to extend Iola and Old Bay City Road) 1

PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS

Port St. Joe
324 Marina Drive
Port St. Joe, FL 32456
P 850.227.7200
F 850.227.7215

Panama City
203 Aberdeen Parkway
Panama City, FL 32405
P 850.522.0644
F 850.522.1011

Santa Rosa Beach
877 CR 393 North
Santa Rosa Beach, FL 32459
P 850.267.0759
F 866.557.0076

Bristol
10490 NW Main Street
Bristol, FL 32321
P 850.643.2771
F 850.643.2910

Quincy
20 East Washington Street
Quincy, FL 32351
P 850.875.4751

Blountstown
20684 Central Avenue East
Blountstown, FL 32424
P 850.674.3300
F 850.674.3330

Crawfordville
36 Jasper Thomas Road
Crawfordville, FL 32327
P 850.274.9866

August 18, 2010

2010 AUG 18 AM 11:30

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

RE: Iola and Old Bay City Roads
Preble-Rish Project No. 3.231

Dear Mr. Butler:

Preble-Rish, Inc. (PRI) is pleased to provide this Professional Services Proposal for your consideration. The County has received County Incentive Grant Program (CIGP) funds to extend Iola and Old Bay City Road. PRI proposes the following budget for this project.

Iola Road	
Grant Amount:	$836,866.00
Engineering @ 7.9%:	$ 58,767.00
Inspection @ 4.6%:	$ 34,218.00
Construction Budget:	$743,881.00

Old Bay City Road	
Grant Amount:	$621,779.00
Engineering @ 8.2%:	$ 45,160.00
Inspection @ 4.7%:	$ 25,884.00
Construction Budget:	$550,735.00

Surveying and Geotechnical costs for this project will be absorbed in the Engineering Costs.

We appreciate the opportunity to provide continuing engineering services for Gulf County. If this proposal is acceptable to you, please sign in the space provided below. Should you have any questions or need any additional information, please give me a call at 227-7200.

Sincerely,

William J. Kennedy
Vice-President

ACCEPTED BY:

CARMEN L. MCLEMORE, CHAIRMAN

WJK/sp

cc: Ralph Rish, President
Clay Smallwood, Project Engineer
Missy Ramsey, Controller

S:\3.231 Iola & Old Bay City Rd. 2010-11\PROPOSAL\081810 GC.doc

BCC APPROVED
DATE _____ D.C. _____

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Gulf County Board of County Commissioners will hold a public hearing to consider adoption of an Ordinance with the following title:

AN ORDINANCE OF GULF COUNTY, FLORIDA, ("COUNTY") RELATED TO SEXUAL OFFENDER AND SEXUAL PREDATOR RESIDENCE PROHIBITION; REPEALING GULF COUNTY ORDINANCE NO. 2006-19 PROVIDING FOR PENALTIES; PROVIDING FOR EXCEPTION, PROPERTY OWNERS PROHIBITED FROM RENTING REAL PROPERTY TO CERTAIN SEXUAL OFFENDERS AND SEXUAL PREDATORS, PROVIDING FOR PENALTIES, PROVIDING FOR A REPEALER, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing will be held during the Gulf County Board of County Commissioner's meeting on Tuesday, August 24, 2010 at 6:00 p.m. est. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

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

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

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

BY: CARMEN McLEMORE, CHAIRMAN

Publication Dates: August 5, 2010 and August 12, 2010

ORDINANCE NO. _____

AN ORDINANCE OF GULF COUNTY, FLORIDA, ("COUNTY") RELATED TO SEXUAL OFFENDER AND SEXUAL PREDATOR RESIDENCE PROHIBITION; REPEALING GULF COUNTY ORDINANCE NO. 2006-19 PROVIDING FOR PENALTIES; PROVIDING FOR EXCEPTION, PROPERTY OWNERS PROHIBITED FROM RENTING REAL PROPERTY TO CERTAIN SEXUAL OFFENDERS AND SEXUAL PREDATORS, PROVIDING FOR PENALTIES, PROVIDING FOR A REPEALER, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA:

WHEREAS, the County is deeply concerned about the numerous occurrences in the state and elsewhere involving convicted sex offenders who have been released from custody repeating the unlawful acts for which they had originally been convicted; and

WHEREAS, the County finds that from available evidence the recidivism rate for release sex offenders is alarmingly high, especially for those who commit their crimes on children; and,

WHEREAS, the County is becoming an increasingly attractive place of residence of families with small children, and

WHEREAS, the County desires to establish a policy which provides the maximum protection for the lives of persons in the county, and

WHEREAS, Florida Statute Section 775.215 and 947.1405, provides for a residence prohibition from specified locations for certain sexual offenders and sexual predators; and

WHEREAS, Section 125.01 Florida Statutes gives the County the authority to protect the health, safety and welfare of its residence;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS, as follows:

1. Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators and present an extreme threat to the public safety. Sexual offenders are likely to use physical violence to repeat their offenses, and most sexual offenders commit many offenses, and have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes typically. This makes the cost of sexual offender victimization to the society at large, extremely exorbitant.

2. It is the intent of this Ordinance to promote, protect and improve the health, safety and welfare of the county's citizens by creating areas around locations where children regularly congregate in concentrated numbers, and where certain sexual

offenders and sexual predators are prohibited from establishing a temporary or a permanent residence.

3. The following words, terms and phrases when used in this Ordinance shall have the meanings ascribed to them in this Ordinance, except where the context clearly indicates a different meaning:

   "Permanent Residence" means a place where the person abides, lodges, or resides for fourteen or more consecutive days.

   "Temporary Residence" means a place where the person abides, lodges, or resides for a period of fourteen or more days in the aggregate during any calendar year and which is not the person's permanent residence, or a place where the person routinely abides, loges, or resides for a period of four or more consecutive, or non-consecutive days in any month and which is not the person's permanent resident.

4. It is unlawful for any person who has been convicted of a violation of Florida Statute Section 794.011, 800.04, 827.071, 827.135(5) or 847.0145, Florida Statutes, regardless of whether adjudication has been withheld, in which the victim of the offense was less than sixteen years of age to establish a permanent residence or temporary residence within one thousand (1,000) feet of any school, daycare center, park, playground, public library, public ballfield, or any other place where children regularly congregate.

5. For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer line of a school, designated public bus stop, daycare center, park, playground, public library, public ballfield, or any other place where children regularly congregate.

6. A person who violates this Ordinance shall be punished by a fine not exceeding $500.00 or by imprisonment for a term not exceeding sixty (60) days, or by both, such fine and imprisonment.

7. A person residing within one thousand (1,000) feet of any school, designated daycare center, park, playground, public library, public ballfield, or any other place where children regularly congregate does not commit a violation of this Section if any of the following apply:

   A. The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Florida Statute 775.21, 943.0435, or 944.607, prior to the effective date of this Ordinance.

   B. The person was a minor when he/she committed the offense and was not convicted as an adult.

C. The person is a minor.

D. The school, designated daycare center, or public library or public ballfield within one thousand (1,000) feet of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Florida Statute.

8. It is unlawful to let or rent any place, structure or part thereof, trailer or any other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this Ordinance, if such place, structure or part thereof, trailer or other conveyance is located within one thousand (1,000) feet of any school, designated daycare center, park, playground, public library, public ballfield, or any other place where children regularly congregate.

9. A property owner's failure to comply with the provisions of this Section shall constitute a violation of this Ordinance, and shall subject the property owner to the Ordinance penalty provisions as provided in this Ordinance, including the provisions that allow the county to seek relief as otherwise provided by law.

10. All ordinances or parts of ordinances in conflict herewith are repealed to the extent to the extent of such conflict.

11. If any section, subsection or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

12. Ordinance No. 2006-19 is hereby repealed.

13. This Ordinance shall take effect upon it passage according to law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the County Commission on this _____ day of _____, 2010.

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Carmen McLemore, Chairman

ATTEST

By:_____
Rebecca L. Norris, Clerk