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PORT ST. JOE, FLORIDA**JULY 28, 2011****SPECIAL MEETING**

The Gulf County Board of County Commissioners met this date in a special meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Gulf County E.M.S. Director Houston Whitfield, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Public Works Director Joe Danford, Public Works Director Bobby Knee, Sheriff's Office Captain Ricky Tolbert, Sheriff's Office Investigator Greg Skipper, Sheriff's Office Investigator Shane Lee, Sheriff's Office Major Bobby Plair, and T.D.C. Director Tim Kerigan.

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

EMPLOYEE MATTERS

Sheriff's Office Captain Tolbert reported that this is a public meeting and requested that everyone keep this meeting cordial, stating that it will be a few minutes before the meeting gets started due to County Attorney Novak being on a conference call with Dr. Pablo.

The meeting did then recess at 5:02 p.m., E.T.

The meeting did then reconvene at 5:06 p.m., E.T.

County Attorney Novak reported that the former employee did not request this hearing, it was under the request of the Commission; stating that this is a public meeting. He reported that we are here tonight in regards to John Ford's termination which was carried out on Thursday, July 21, 2011. County Attorney Novak gave an overview of the events which took place concerning this incident, stating that on Monday, July 18th Gulf County E.M.S. Director Whitfield met with Chief Administrator Butler to discuss the apparent improper conduct and actions taken by County employee John Ford, and that afternoon he, Chief Administrator Butler, Deputy Administrator Lanier, and Gulf County E.M.S. Director Whitfield met to discuss the actions taken earlier on Monday morning,

deciding to meet with John Ford the following morning at 8:00 a.m. He reported that on Tuesday, July 19th Mr. Ford came to the Administration Office and met with him, Chief Administrator Butler, Gulf County E.M.S. Director Whitfield, and Deputy Administrator Lanier, stating that they reviewed the conduct and actions by Mr. Ford and questioned him in regards to the incident on Sunday, July 17th which was centered around a non-county employee brought onto the E.M.S. staff and used for a emergency transfer from Sacred Heart Hospital to Bay Medical Center in Panama City. County Attorney Novak reported that after questioning, Mr. Ford did acknowledge that this incident did happen and Chaney McArdle who is a licensed E.M.T., but non-county employee was on the truck around 1:00 a.m. or 1:30 a.m. was called in to be put on staff to transport a cardiac patient from Sacred Heart Hospital to Bay Medical Center in Panama City. County Attorney Novak reported that in the interview with Mr. Ford he acknowledged that this was a mistake and that with his fifteen years of service with the County he is aware of the Counties hiring and firing policy, stating that he knew he did not have the hiring authority although Chaney McArdle had applied for employment with the County and he was a licensed E.M.T. He reported that after meeting with Mr. Ford the Administrative Staff met and discussed the proper steps to follow concerning this issue and it was determined that an immediate suspension with pay was the appropriate steps to take until further review, stating that Mr. Ford was brought back in and advised of this decision, provided him with a statement, and requested him to sign it, which he did. County Attorney Novak reported that the Administrative Staff later met to discuss the appropriate steps to follow with regards to Mr. Ford's review of his conduct and his actions, stating that the Administrative Staff outlined the steps to be followed and a discussion by Chief Administrator Butler, E.M.S. Director Whitfield, himself, and Deputy Administrator Lanier was to go out and investigate and get all the facts, get all the patient run reports, the scheduling, the interviews of other employees, consult the County's Special Counsel for labor and employment law, consult Dr. Gary Pablo, the E.M.S. Medical Director, and review the County personnel policy and procedure manual. He reported that after the various reports were obtained, the Administrative Staff met again, stating that E.M.S. Director Whitfield contacted Dr. Gary Pablo, and County Attorney Novak contacted Leonard Dietzen, the County's Special Counsel for labor and employment matters to review the County's personnel policy. County Attorney Novak reported that the Administrative Staff met with co-worker Teresa McArdle, subsequent to their meeting with Mr. Ford and his suspension, stating that Ms. McArdle was the Paramedic working on the truck with the non-County employee Chaney McArdle that evening, and she indicated that she was on the truck and they did make a cardiac transport from Sacred Heart Hospital to Bay Medical Center that evening; stating that she was on call this evening and she was aware that Chaney McArdle was not an employee although he had been trained, and before making the transfer she put Chaney McArdle in the truck and drove throughout town for approximately 45 minutes

until he felt comfortable with an E.M.S. vehicle before making the cardiac transfer to Panama City. He reported that Ms. McArdle was advised of the liability that she had put the County, Sacred Heart Hospital, Dr. Pablo, Bay Medical, and the various E.M.S. department employees under, stating that she was given a written reprimand; which she signed. County Attorney Novak reported that based on the findings after extensive review there was an ultimate decision among the Administrative Staff and a recommendation from E.M.S. Director Whitfield that there is termination, based on the totality of everything that had been submitted to the E.M.S. Director, stating that Administration reviewed and on Thursday, July 21st written notification (certified mail) was issued to John Ford of the action of the County. County Attorney Novak reported that they had requested passwords from John Ford because he was responsible for the billing of E.M.S. services and his keys on Tuesday, July 19th when he was notified of his suspension, however when the Administrative Staff tried to access the E.M.S. billing computer the passwords did not work, and in the efforts of trying to access the computers to continue the E.M.S. billing, came across other post termination inventory items that have been submitted to County Staff and causes concern to the County Staff, which are being reviewed, which include checks to the County in the work station dating back to May, 2011, in the amount of \$16,069.00 that have not been submitted to the County for processing. He reported that in addition to that, there have been requests from Mr. Ford to return his personal property, stating that subsequent to that Chief Administrator Butler had instructed County Staff, along with additional staff, to collect Mr. Ford's personal property, and in obtaining his personal property came across additional run reports dating back to February, 2011, 31 Wewahitchka E.M.S. run reports within his workstation that have not been processed, and additional sensitive items which are under review. County Attorney Novak reported that E.M.S. Director Whitfield and Chief Administrator Butler have been instructed to order a forensic and accounting audit of the actual hard drive in the billing system as we currently have and the irregularities in the deposits that we currently have.

Chairman Yeager called for Staff comments at this time. Commissioner Williams stated that he would hold his comments for John Ford and E.M.S. Director Whitfield later in the meeting.

Edna Newsome appeared before the Board and reported that John Ford had saved her life on several occasions, stating that he needs to be on the ambulance because he is the best that this County has and will ever have, and that she is very sorry for what this Board has done or the mistake that he has made that caused this.

Upon inquiry by Commissioner Smiley concerning the letter from Dr. Pablo, County Attorney Novak reported that E.M.S. Director Whitfield communicated with Dr. Pablo

last week in regards to the incident, stating that Dr. Pablo submitted in writing an email to Chief Administrator Butler about his concerns and regards to a non-County employee working under his licenses at this time with his recommendations on how to proceed. Chairman Yeager reported that he contacted Dr. Pablo after the meeting Tuesday night, stating that he is going to meet with him at 12:00 p.m. Tuesday of next week concerning this issue. Upon inquiry by Commissioner Smiley concerning not being able to run the ambulance without Dr. Pablo's license, Chairman Yeager reported that was correct.

John Grantland appeared before the Board and inquired if Dr. Pablo was going to meet with all parties involved. Chairman Yeager reported that he is going to request Dr. Pablo meet with all parties involved on this issue. Upon inquiry by Mr. Grantland concerning conversations with Dr. Pablo, County Attorney Novak reported that he spoke with Dr. Pablo this afternoon. John Grantland reported that there has been a chain of events performed by this Administration in his opinion that was not in the best interest of this County or in the best interest of John Ford. He reported that he does not believe that the story given to the County has been accurately presented, nor to the Medical Director, this Board, or the residents. Mr. Grantland reported that John Ford made a judgment call on an individual which was licensed by the State of Florida as an E.M.T., and whose training was paid for by this County, to assist a licensed Paramedic employed by this County to answer a call for help on one of our citizens, stating that it was clearly understood that when Chaney McArdle accepted the training offer by this County that he would in return provide two years of service in this County, and despite the fact that an application had not been processed by the E.M.S. Director at the time this incident occurred, Mr. Ford used the resources that he had available at the time at 1:00 a.m. He reported that the alternative could have been to do nothing and wait for one of the out of county ambulances to return. <Commissioner Smiley motioned to allow an additional three minutes to speak. Commissioner Williams seconded the motion, and it passed unanimously.> Mr. Grantland discussed that this Board should ask itself, "is that the way and type of service they want to provide to us for the health, welfare and safety of our citizens", stating "I don't think it is". He reported that on July 18th E.M.S. Director Whitfield contacted Chief Administrator Butler and at this point Administration had a choice to make, stating that claim has been made that this incident has been investigated thoroughly which lead to Mr. Ford's termination, but the fact in the matter is that they have elected to blow this incident completely out of proportion, deceive several people in the process, and make sure of the efforts in Mr. Ford's termination. Mr. Grantland stated that the first question that should have been asked was, "has the case been properly investigated, does the punishment properly justify the action, was the termination completely necessary in this?", stating "personally I don't think it is", and he does not feel that the County had to take the incident up with Dr. Pablo. Mr. Grantland reported that Mr. Ford does not deserve to be treated in this manner and does not

deserve to be terminated by this Board, stating that the Board has the authority to overturn this decision, and this Board needs to reconsider its policy on termination. <Commissioner Williams motioned to allow an additional three minutes to speak. Commissioner Smiley seconded the motion, and it passed unanimously.> Mr. Grantland reported that the investigation in this matter concerning Mr. Ford has been handled wrong, and the citizens of this County and individuals in this room request that this Board re-instate Mr. Ford to his position of Paramedic Supervisor, and take it upon themselves to investigate the true actions and intent of all parties involved and deliver and return equally fair punishment to this "witch hunt" that has been pursued.

County Attorney Novak reported that there was a thorough review performed by Chief Administrator Butler and E.M.S. Director Whitfield in regards to the hiring and firing process, stating that there was a confirmation of the hiring and firing process during the meeting with Mr. Ford and the other employee last week. He reported that the E.M.S. Director has made recommendations to Administration in regards to hiring and firing and Administration has made the final decisions during these processes. County Attorney Novak reported that he spoke with E.M.S. Director Whitfield concerning the time frame of receiving Chaney McArdle's application, stating that Mr. Whitfield reported that he would have already addressed this but he had concerns because four of the six full time employees were from the same family, and he wanted to check the County policy for nepotism and that there were no statutory regulations. He reported that there had been some concerns as to this being an emergency medical transport, stating that after review the patient was at Sacred Heart Hospital under medical supervision, and Ms. McArdle reported in her statement that she took 45 minutes before going to the hospital to pick up the patient for transport. County Attorney Novak reported that 16 minutes after the truck left Sacred Heart Hospital with the transfer that the Medic 3 truck was back in the County at the E.M.S. station. He reported that there is an obligation of this County and the E.M.S. Director to notify Dr. Pablo of these irregularities, stating that there is a trust under the Medical Director in which we operate under his license.

John Grantland appeared before the Board and responded to County Attorney Novak's comments and that he understood the County's policy concerning personnel, stating that he was addressing the Board in the manner that this policy needs to be changed. Upon inquiry by Mr. Grantland concerning when Dr. Pablo was called, County Attorney Novak reported that he did not know and E.M.S. Director Whitfield reported that Dr. Pablo was notified that Chaney McArdle was a licensed E.M.T. in the State of Florida.

Ann White appeared before the Board and reported that she has known two dedicated people in her life and one was a Heart Surgeon at U.A.B. in Birmingham and the second

is John Ford, stating that John Ford puts his job before his family and friends and requested that he be put back to work and be given citizen of the year in this County.

Teresa McArdle appeared before the Board and reported that as far as impersonating Chaney McArdle was issued a shirt which reads First Responder, stating that he took M.C.I. training at Sacred Heart and that E.M.S. Director Whitfield was aware of this. She reported that Chaney had spent approximately 30 hours at the E.M.S. building volunteering and learning how to take care of patients by watching and observing. Ms. McArdle reported that she is aware of the hiring and firing process, stating that process is nebulous at its best and if it is written somewhere she has never seen it, and requested a copy of the policy. She reported that the problem with the policies and procedures are that they are verbal, stating that they were told approximately two months ago by Dr. Pablo through E.M.S. Director Whitfield that all cardiac transfer were to be considered Code 3 10-18 transfers. Ms. McArdle discussed that it was reported that the second truck was back at the station 16 minutes after they left on the transfer from a non-emergency transport, stating that was incorrect that they had been on a Code 3 Cardiac transfer from someone's home. She reported that the billing is a very complex thing, stating that she hopes the Board gives that a better review than they did this issue. <Commissioner Smiley motioned to allow an additional three minutes to speak. Commissioner Williams seconded the motion, and it passed unanimously.> Ms. McArdle discussed her concerns regarding the termination of John Ford, stating that she is doing this at the risk of retaliation, which she fully expects. <Commissioner Smiley motioned to allow an additional three minutes to speak. Commissioner Williams seconded the motion, and it passed unanimously.> Discussion followed.

Kelly Ford appeared before the Board and reported that she spoke with Dr. Pablo today, and he stated that this decision was not up to him and that he was tired of the politics. She reported that whoever fired John Ford has the right to re-hire him, stating that sometimes policies have to be changed and maybe it is time for a change in policies.

Andrew Gainer appeared before the Board and reported that he has been in law enforcement for many years and that he understands policies and procedures, stating that sometimes you have to make judgment calls, and believes that John Ford made a judgment call in this incident.

Nicole Ford (John's daughter) appeared before the Board and reported that her father has put more dedication into this community than anything in his life, stating that he has missed games, holidays, and all kind of things to help everyone in this community. She reported that John Ford has a lot of trust and dedication for this entire community.

Cindy Rich appeared before the Board and reported that John Ford gave her family a year to be able to take care of, love and say good-bye to her sister which had complications from pneumonia, stating that thanks to the quick response of John Ford they were allowed this additional time and he is a hero to her family.

Angel Burkett appeared before the Board and reported that she previously worked for Mr. Whitfield at the Wewahitchka E.M.S. as well as her Uncle and her cousin, so Mr. Whitfield knew that you could have family members working together. Upon inquiry by Ms. Burkett concerning John Ford's desk being secured, County Attorney Novak reported that everything in the work place is presumed County property, so if you have personal pictures or belongings they were inventoried, collected, and returned to Mr. Ford.

Donny McArdle appeared before the Board and discussed that a couple of comments have been made here tonight, and requested for County Attorney Novak to get his facts straight, stating that he was in the truck coming from Panama City and they passed at the foot of the Tyndall Bridge, and also that there is only three fulltime family employees and one part time family member. He stated that he hopes this Board will reverse their decision and reinstate John Ford to his position.

County Attorney Novak reported that Mr. McArdle was accurate in both statements in which he just made.

Upon inquiry by John Grantland concerning E.M.T. training and nepotism, E.M.S. Director Whitfield reported that the County ran an advertisement for anyone that wanted to take the E.M.T. training the County would pay for, stating that they had one person from Port St. Joe (Chaney McArdle) and two people from Wewahitchka interested in this opportunity. Mr. Whitfield reported that there was not a problem with hiring Chaney McArdle but their needed to be a background check performed, stating that he was not notified of a scheduling problem until he came in on Monday morning through a sticky note left on Chaney McArdle's application. Upon inquiry by Mr. Grantland concerning the collection of John Ford's personal property, County Attorney Novak reported that Deputy Administrator Lanier, E.M.S. Director Whitfield, and Maintenance Employee Teddy Kemp were present.

Jim Caughey appeared before the Board and reported that he is associated with the South Gulf Fire Department, and thanked the County for hiring John Ford, stating that he is responsible for the training of 14 people in the South Gulf County Fire Department First Responders. He reported that John is more than an E.M.S. Supervisor he is a leader, stating that people look up to John and enjoy working for and with him.

<Commissioner Smiley motioned to allow an additional three minutes to speak. Commissioner Williams seconded the motion, and it passed unanimously.> Mr. Caughey asked if Chaney McArdle had been in the back of the ambulance would we be here today, stating that he has 30 hours of ride time with E.M.S., and E.M.S. has to make quick decisions in emergency situations. Mr. Caughey suggested that operational guidelines be developed not only for driving, but also for the use of County vehicles.

Rocky Comforter appeared before the Board and reported that the most concern we should have in the ambulance service is patient outcome, stating that he was concerned when Gulf Pines Hospital closed because of the distance to Bay Medical in emergency situations. He reported that he has not heard the first question regarding the ambulance service not doing their job and if they did it improper. Mr. Comforter reported that no one has questioned the medical care rendered and that is what all this should be about.

Charles Gathers appeared before the Board and reported that there is more than one side to every story, stating that John Ford has proved to be a loyal public servant in this community. He reported that for someone who has never even been reprimanded or had anything on his record and to be fired over this one incident is not fair.

Ty Robinson appeared before the Board and reported that she lives and works in St. Joe, and John Ford is her neighbor and most of all he saved her life. She reported that she is a nurse and when you get your license they do a background check, and there are policies that have to be followed, but sometimes policies have to be changed. Ms. Robinson reported that people make mistakes and no one is perfect, stating that people love this town and everyone loves John Ford.

Tom Parker appeared before the Board and reported that his son went through the E.M.T. training because he was highly encouraged by John Ford, stating that he went on to be a special force medic because of the influence by John Ford. Mr. Parker thanked Mr. Ford for his encouragement with his son, and all the work he has done in this County.

Commissioner Smiley reported that he is speaking on behalf of Mr. Ford, stating that Dr. Pablo does not live in this community and he wants this Board to know how he feels about this situation.

Commissioner Williams reported that Rocky Comforter made a valid point when he stated that he was very concerned when Gulf Pines Hospital closed because of the distance to another facility, but with our emergency management services, E.M.S. service, and volunteers we made it through the transition. He reported that John Ford

has tremendous skills and patient outcomes, and shows a tremendous commitment to the community. Commissioner Williams reported that it is extremely difficult and borderline inappropriate that we have to discuss a man's lively hood and career in a public meeting, but due to the Sunshine Law it must be handled this way. Commissioner Williams reported that he personally would like to speak with Dr. Pablo concerning this issue, and suggested that Dr. Pablo meet with Chairman Yeager, John Ford, E.M.S. Director Whitfield, and County Attorney Novak.

Commissioner McLemore reported that he agrees with Commissioner Williams, and suggested the possibility of forming a committee to review this issue, stating that there needs to be a meeting with Dr. Pablo, and this issue can be resolved.

Angel Burkett appeared before the Board and suggested that if this issue is going before an outside source that Mr. Ford be reinstated to Administrative leave with pay and benefits until this is settled.

John Rich appeared before the Board and reported that Gulf County has state of the art E.M.S. equipment, vehicles and service, but without the workers are nothing, stating that with the crowd supporting Mr. Ford here tonight and the other night should change the minds of you commissioners. Mr. Rich reported that he respects the decisions made by Mr. Whitfield, Mr. Butler and Counsel, stating that he feels like the right decision will be made, and he thinks that John Ford to the South end has been like Tweeta Gaskin has been for the North end of the County; stating that words cannot describe them. Mr. Rich reported that he has heard an old Indian proverb all his life, stating "don't condemn your neighbor until you've walked a mile in their shoes", and he hopes for the last few days you have walked a mile in John Ford's shoes and its time now to walk an additional mile.

Charles Stephens appeared before the Board and reported that he remembers when the ambulance service was a volunteer service because we helped with the service, and here is a man tonight that does the same thing. He reported that he understands that everyone has a job to do and sometimes you have to take things in your own hands and take care of things.

Cecil Pippin appeared before the Board and reported that he hopes this Board will take this to heart and do what's best for this man.

Amy Rogers appeared before the Board and reported that this is a very serious situation, stating that John Ford for the past 15 years has been nothing but a caring dedicated person for this County, and he does not see color he sees saving lives. She reported that this is a very sad situation because a man chose to save a life and now he

has been terminated from his job, stating that she understands the positions of all the officers and the policies that have to be followed, but there comes a time when life is more important. <Commissioner Smiley motioned to allow an additional three minutes to speak. Commissioner Williams seconded the motion, and it passed unanimously.> She reported that John Ford needs to be reinstated with full benefits.

Jeff Schweikert appeared before the Board and inquired about the ambulance driver not being included in healthcare and the liability insurance part, County Attorney Novak reported that this is a liability for the County, the citizens of this County, Sacred Heart Hospital, Dr. Pablo, Bay Medical Center, the E.M.S. Director, the County Administrator, and the Commissioners, stating that the liability is tremendous in this issue.

Debra Barnes appeared before the Board and reported that we forgot to pray before this meeting tonight, and suggested that John Ford be reinstated (not to work) with pay and full benefits until this issue is settled.

Deborah Everett appeared before the Board and suggested that when this Board speaks with Dr. Pablo, to speak with Dr. Curry also, because he was the Medical Director for a long time. She reported that even if John Ford comes back to work this has set him up to fail, and suggested for the Board to look into this being a act of retaliation.

County Attorney Novak reported that it is important to review the Gulf County personnel policy in regards to safety rules and regulations, stating that one of the things the County Administrator and E.M.S. Director used last week in their evaluation was the disciplinary procedures followed by the County that are in place. County Attorney Novak read Section 18 Subsection 10 of the personnel policy to the Board and public. County Attorney Novak reported that E.M.S. Director Whitfield received notification from Dr. Pablo and read the email which stated "As Medical Director all Paramedics and E.M.T.'s acting under my license; this individual could not possibly function under my license since he is not a County employee. What he did is clearly illegal and his actions and the actions of those that facilitated this put the entire E.M.S. system and me personally in jeopardy. I respectfully request that those responsible be removed from duty as I am not comfortable of having them operate under my license and protocols."

Chairman Yeager reported that he thought that it would be appropriate for himself to meet with Dr. Pablo concerning this issue. County Attorney Novak reported that Dr. Pablo is not making this personnel decision, stating that he only made a comment concerning this issue. Chairman Yeager reported that this has been a tough situation for

everybody, stating not only for John, but the public as well as staff, and no one asked for this situation.

Commissioner Williams reported that he agrees with Chairman Yeager's direction, stating that when Dr. Pablo made himself the Medical Director he made himself involved, and he is responsible for the operations. He reported that we need to support our staff, and requested for Chairman Yeager meet with Dr. Pablo, and not destroy this man's career. Chairman Yeager reported that he has a meeting scheduled with Dr. Pablo on Tuesday.

John Grantland appeared before the Board and reported that this group is here in support for John Ford, stating that this Board needs to properly investigate this issue, but this Board has the authority to reinstate John Ford right now on administrative leave with pay and all benefits, and he has heard conflicting stories about Dr. Pablo.

Charles Gathers appeared before the Board and reported that everything he is hearing is pertaining to policies and procedures, asking if the employees have the policies and procedures. E.M.S. Director Whitfield reported that all E.M.S. employees work under the County policies, and that there are policies in E.M.S. from the previous Medical Director, stating that he has been working on updating the policies and procedures for the E.M.S. department. Deputy Administrator Lanier reported that when she removed Mr. Ford's personal items from his desk there was a personnel policy laying on his desk, stating that all employees are given a personnel policy and a sign off sheet. Commissioner Williams reported that he stated when he speaks to Dr. Pablo he wants to know about the teaching and training that the E.M.S. employees previously had under Dr. Curry. Mr. Gathers reported that he is not here tonight attacking anybody, stating that he needs some kind of guidance and every employee needs to know the policies and procedures.

Teresa McArdle appeared before the Board and reported as far as the 45 minutes of training, as she previously said that they had been verbally told that cardiac transfers are a priority transfer, stating that they had to make the decision to make a priority transfer, which was a stable patient, and they had to balance taking an employee that she was comfortable with in making the transfer; stating that she delayed the transfer until she felt comfortable in making the transfer. She reported on the manual that was found in John's office, stating that the manual was found after Memorial Day when she went and ask for a list of the paid holidays, and this is the first manual she has seen in her approximate two to three years of employment with this County.

Chairman Yeager reported that the direction of this Board is to meet with Dr. Pablo. Commissioner Williams requested that John Ford also have the opportunity to meet with Dr. Pablo.

John Ford appeared before the Board and reported that he made the decision to put an E.M.T. on that truck, stating that to the best of his knowledge the County paid for his schooling. Mr. Ford reported that we are not here tonight to throw off on anybody, stating that we are here to get policies changed and get my job back.

Commissioner Williams requested for Chairman Yeager to speak with Dr. Pablo as soon as possible so a determination can be made and this finalized. Chairman Yeager stated that he will meet with Dr. Pablo, stating that the policies need to be reviewed for the E.M.S. department.

There being no further business, and upon motion by Commissioner Williams, second by Commissioner Smiley, and unanimous vote, the meeting did then adjourn at 7:11 p.m., E.T.

WARREN J. YEAGER, JR.
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

PORT ST. JOE, FLORIDA

AUGUST 9, 2011

REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, 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. Coordinator Scott Warner, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, T.D.C. Director Tim Kerigan, and Preble-Rish Engineer Clay Smallwood.

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

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

CONSENT AGENDA / SUPPLEMENTAL CONSENT AGENDA

Upon motion by Commissioner Smiley, second by Commissioner Williams, and unanimous vote, the Board approved the Consent Agenda and Supplemental Consent Agenda after removal of Item #3 (page 23) and Item #8 (page 48-49) as follows:

1. Minutes – July 25, 2011 – Special Meeting
- July 26, 2011 – Regular Meeting
2. Approval of Checks and warrants for July, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Budget Amendment #4 (St. Joe Fire Control District Fund * \$50,000.00 * Amending the FY 2010-2011 Budget for Beaches Fire Department – Purchase Request – Brush Truck. Budget Amendment to move Windmark fire tax funds from unbudgeted reserves) as follows:

Amend the FY2010-2011 Budget for Beaches Fire Department – Purchase Request – Brush Truck. Purchase approved in July 12, 2011 Regular Meeting. Budget amendment is necessary to move Windmark fire tax funds from unbudgeted reserves. Funds not in original 2010-2011 budget.

**Budget Amendment
#4**

St. Joe Fire Control District Fund

	Original Budget	Increase	Decrease	Amended Budget
Beaches Fire Department:				
32122-64001 Equipment >\$5000	\$ 0.00	\$ 50,000.00	\$ 0.00	\$50,000.00
Reserves:				
N9984-96000 Cash to be CF	\$124,542.00	\$ 0.00	\$ 50,000.00	\$74,542.00

(End)

Budget Amendment #5 (General Fund * \$16,500.00 * Amending the FY 2010-2011 Affordable Housing Budget for repayment to the State for the Williamsburg lots) as follows:

Amend the FY2010-2011 Affordable Housing Budget for repayment to the State for the Williamsburg lots. As approved in the regular BOCC meeting 07-26-2011.

**Budget Amendment
#5
General Fund**

	Original Budget	Increase	Decrease	Amended Budget
Reserves:				
99984-95000 Resrv for Cont	\$ 841,729.00	\$ 0.00	\$16,500.00	\$ 825,229.00
Affordable Housing:				
27954-49000 Other Current Chgs	\$ 0.00	\$16,500.00	\$ 0.00	\$ 16,500.00

(End)

Budget Amendment #6 (General Fund * \$6,800.00 * Amending the FY 2010-2011 Consolidation P.W. and BOCC Budgets for items approved to be paid with Reserve for Infrastructure funds) as follows:

Amend the FY2010-2011 Consolidation PW and BOCC Budgets for items approved to be paid with Reserve for Infrastructure funds.

**Budget Amendment
#6
General Fund**

	Original Budget	Increase	Decrease	Amended Budget
Reserves:				
99984-95002 Resrv for Infrastr	\$ 497,820.00	\$ 0.00	\$ 6,800.00	\$ 491,020.00
BOCC:				
21111-31300 Prof Services	\$ 85,000.00	\$ 1,550.00	\$ 0.00	\$ 86,550.00
Consolidated PW:				
42819-31000 Prof Services	\$ 0.00	\$ 1,250.00	\$ 0.00	\$ 1,250.00
42819-34000 Other Contractual	\$ 0.00	\$ 4,000.00	\$ 0.00	\$ 4,000.00

(End)

****DELETE**** Budget Amendment #7 (Tourist Development Fund * \$125,000.00 * Amending the FY 2010-2011 T.D.C. budget for items to be paid with T.D.C. Reserve funds) as follows:

Amend the FY2010-2011 TDC budget for items to be paid with TDC Reserve funds.

**Budget Amendment
#7
Tourist Development Fund**

	Original Budget	Increase	Decrease	Amended Budget
Reserves:				
69984-95000 Resrv for Cont	\$ 332,036.00	\$ 0.00	\$125,000.00	\$207,036.00
Beach Renourishment:				
28039-31000 Prof Services	\$ 159,617.00	\$125,000.00	\$ 0.00	\$284,617.00

(End)

4. Contract - Change Order #1 (Stumphole Revetment Project, Phase III
* I-C Contractors, Inc * increase \$14,824.00 * to be paid
from DRI Grant Funds)
5. Engagement Letter – Auditing Services (Roberson & Associates, P.A. / Vance
CPA, LLC)
6. Invoices – County Attorney Jeremy Novak (July 17, 2011-July 31, 2011 *
\$7,462.85 * to be paid from Account #21314-31100)
 - I-C Contractors, Inc. – Stumphole Revetment Project (Application
No. 5 * \$12,492.91 * to be paid from Account #113538-
34000)
 - Jordan & Associates – C.D.B.G. Grant Administration Services
(Invoice #11-K15-A08 * \$4,779.00 to be paid from
Account #113538-31000 * \$1,302.00 to be paid from
Account #113535-31000 * \$669.00 to be paid from
Account #113554-31000)
 - Jordan & Associates – C.D.B.G. Grant Activity Delivery Services
(Invoice #11-K15-D03 * \$31,963.14 to be paid from
Account #113538-31000 * \$1,647.43 to be paid from
Account #113535-31000)
 - Rumberger, Kirk & Caldwell – General Employment Matters
(Invoice #763688 * \$115.00 * to be paid from Account
#21111-31200)

- Sniffen & Spellman, P.A. - Professional Litigation Services
(Invoice #7394 * \$13,886.76 * to be paid from Account #21111-31200)
- St. Joseph Bay Humane Society – Animal Control (July, 2011 * \$3,185.00 * to be paid from Account #43262-82000)

7. Purchase Request – E9-1-1 Department (Amended E9-1-1 Logging Recorder Upgrade * 15,936.00)
8. ****DELETE**** Resolution #2011-16 (Budget Resolution for unanticipated revenue in the Tourist Development Fund for FY 2010-2011) as follows:

RESOLUTION 2011-16

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the Tourist Development Fund for fiscal year 2010-2011 and

WHEREAS, said revenue is needed to help pay certain expenditures incurred in fiscal year 2010-2011,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The 2010-2011 fiscal year budget be amended as follows:

Tourist Development Fund

	Original Budget	Increase	Decrease	Amended Budget
Beach Renourishment:				
28039-31000 Contractual Svcs	131,000.00	28,617.00	-	159,617.00
Tourist Development:				
27452-49201 BP3 Adv-TV	0.00	200,000.00	-	200,000.00
27452-49202 BP3 Adv-Print	0.00	63,334.00	-	63,334.00
27452-49203 BP3 Adv-Interactive	0.00	70,000.00	-	70,000.00
27452-49204 BP3 Adv-Outdoor	0.00	33,333.00	-	33,333.00
27452-49205 BP3 Adv-Radio	0.00	23,333.00	-	23,333.00

27452-49300 BP3 Media Tours	0.00	26,667.00	-	26,667.00
27452-49301 BP3 Public Rel Spt	0.00	33,333.00	-	33,333.00
27452-48000 BP3 Events-Area Su	0.00	223,333.00	-	223,333.00
27452-48001 BP3 High Impact Ev	0.00	100,000.00	-	100,000.00
Revenue:				
600334-39001 Other Phy Env Grnts	0.00	28,617.00	-	28,617.00
60069-90000 BP3 Misc Rev	0.00	773,333.00	-	773,333.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners this the 9th day of August, 2011.

(End)

GULF COAST STATE COLLEGE

Dr. Jeff Stevenson, Chief Economic Development Officer of Gulf Coast State College appeared before the Board and reported that he is the Business and Community Liaison, and introduced Dr. Stephen Dunnivant the Interim Dean for the Advanced Technology Center at Gulf Coast State College. Dr. Dunnivant gave a power point presentation on the new Advanced Technology Center. <A copy of the Power Point Presentation was not provided.>

CONTRACT MODIFICATION – C.E.I. CAPE SAN BLAS BIKE PATH PROJECT

Grant Writer Kopinsky recommended approval of a contract modification for the Cape San Blas Bike Path project, stating that they changed the name from P.B.S. & J. to Atkins North America, Inc. Commissioner Smiley motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously.

INVOICE – I-C CONTRACTORS, INC. – STUMPHOLE REVETMENT PROJECT PHASE III

Grant Writer Kopinsky requested approval of the final invoice from I-C Contractors, Inc. for the Stumphole Revetment Project, in the amount of \$121,542.36. Commissioner Smiley motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously.

BUDGET ITEMS

Grant Writer Kopinsky reported that the items pulled from the Consent Agenda (Item #3 page 23 and, Item #8 page 48) will need to be discussed at the next Regular Board meeting instead of at the Budget Hearing because it is this fiscal year's budget.

E.M.S. INVENTORY – BID #1011-24

E.M.S. Director Whitfield requested permission to sell a junk car (1985 Plymouth, Vin No. 1P3BP4607JF246273), stating that they advertised to receive sealed bids to sell and received no bids. Commissioner McDaniel motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

SIGN MORATORIUM

Building Official Collinsworth reported that he was contacted by Danny Raffield concerning a couple signs (4x8) to be placed at Simmons Bayou and Cape San Blas Road and requested direction from the Board on this issue. Commissioner Smiley motioned to approve this request. Commissioner Williams seconded the motion. Upon inquiry by Commissioner McDaniel concerning the location, Building Official Collinsworth reported that it will be on a State Road, but on his own property; stating Mr. Raffield must still meet all the set back and size requirements that we would normally have before the moratorium went into effect. The motion then passed unanimously.

ST. JOE BEACHES FIRE DEPARTMENT – WAIVE BID POLICY – BRUSH TRUCK

On behalf of St. Joe Beaches Fire Department, by letter Planner Richardson requested permission to waive the fire departments purchasing policy and allow the department to proceed with the purchasing of equipment and construction of the new brush truck (F-550). Commissioner Williams motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously.

APALACHEE REGIONAL PLANNING COUNCIL – F.D.O.T. WORK PROGRAM

Keith McCarron of the Apalachee Regional Planning Council appeared before the Board and gave an update on the F.D.O.T. 5 year work program, stating that this is a list of transportation projects funded by Federal and State funds. Upon inquiry by Assistant Administrator Hammond concerning the Wetappo Creek Bridge, Mr. McCarron reported that it is not structural deficient, stating that it is not designed according to the current standards, but they have requested additional safety precautions for this area. Mr. McCarron reported that the Gulf Coast Parkway is on the work program for the 2013-2014 plans, stating that they are anticipating this fall a draft environmental statement released for comments, and hopefully in the spring it will become a final draft.

POLICY – INDIGENT AND DECEASED

County Attorney Novak updated the Board concerning the Counties indigent and deceased policy, stating that an individual had passed away and was transported to Kelley Funeral Home in Apalachicola, and since then the County has received an affidavit of the unclaimed body and invoice; stating that the County has been notified by

Kelley Funeral Home that there was not room in Apalachicola or Eastpoint and the County will be invoiced for additional burial services and a cemetery plot. He reported that Kelley Funeral Home is not listed in the policy as Rocky Comforter is the designated transportation and service provider, stating that he has discussed this matter with Mr. Comforter as well as Kelley Funeral Home, and requested approval of the invoice from Kelley Funeral Home, in the amount of \$925.00. Commissioner Williams motioned to approve paying the invoice. Commissioner McDaniel seconded the motion for discussion. Commissioner Williams reported that this is a big issue throughout the State, stating that the policy needs to reflect cremations only, and requested to expedite this policy amendment. County Attorney Novak reported that he met with Rocky Comforter and he had a lot of good suggestions and that he has provided this service to the County for the past 13 years, stating that Mr. Comforter found a cheaper place (crematory) to provide the services, and will bring the recommendations back at the next meeting. The motion then passed unanimously.

AGENCY FOR HEALTHCARE ADMINISTRATION (A.H.C.A.)

County Attorney Novak reported that he received a letter from Deputy Administrator Lanier from A.H.C.A. with regards to an additional second year funding of grant funds, in the amount of \$319,880.00 for FY 2011-2012, stating that the County received this notice last Thursday, and hopes that they can come back with a pledge from Sacred Heart Hospital with a modified commitment for the upcoming year. Commissioner Williams reported that he has met with them on several occasions, and requested to freeze these dollars until the County receives an explanation. County Attorney Novak requested direction for the Board concerning this issue. Commissioner Williams motioned for County Attorney Novak and Chairman Yeager to address the letter and get this issue resolved. Commissioner Smiley seconded the motion, and it passed unanimously.

PUBLIC WORKS INVENTORY – BID #1011-11(B)

County Attorney Novak reported that Public Works notified him of an abandoned vehicle, stating that they previously advertised to receive sealed bids to sell the vehicle (with a minimum bid of \$500.00), and two bids were received after the deadline. County Attorney Novak reported that he advised Public Works Director Knee to notify those two late bidders and request their final and best bid. He stated that only one responded with a bid of \$400.00 and recommended the Board accept the bid and sell it to the highest bidder, McLean's Auto Salvage (1995 Ford F-150 Pickup Truck * #25-185 * VIN #1FTDF15Y7SNA09143). Commissioner McDaniel motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

TOURIST DEVELOPMENT COUNCIL

County Attorney Novak reported on the pending litigation with the recommendation from T.D.C. on the loss revenue claims from April, 2010 through December, 2010, stating that they had submitted claims, in the amount of \$121,663.00. He reported that British Petroleum (B.P.) and the G.C.C.F. have come back and acknowledged that recovery and agreed to an amount of \$130,796.00, which has been presented to the T.D.C. Board. County Attorney Novak reported that he spoke with Attorney Martin and Attorney Harrison, stating that he has read over the release and covenant not to sue, and this is more than what they had originally filed for. County Attorney Novak recommended approval and for the Chairman of the Board and the T.D.C. Executive Director to sign the partial settlement. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion for discussion. Upon inquiry by Commissioner McDaniel, T.D.C. Director Kerigan appeared before the Board and reported that they are very pleased with the settlement. County Attorney Novak reported that the T.D.C.'s ultimate generated revenue from this is 79.5%, stating that this is only for last year's loss revenue, and they are still getting models together for the final claim. The motion the passed unanimously.

TEMPORARY ROAD CLOSURE – BEACH BLAST TRIATHLON

T.D.C. Director Kerigan requested approval to temporarily close Highway 98 for the Beach Blast Triathlon on September 10, 2011. Commissioner Williams motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

P.D.R.B. RECOMMENDATION – HIBISCUS

County Attorney Novak reported on the P.D.R.B. recommendation concerning the Hibiscus project, stating that there was a recommendation and 5-0 vote from this Board for a settlement on the five year pending lawsuit, and presented a modified settlement agreement to the Board. He reported that there are two issues (1) a P.D.R.B. development order and (2) a settlement agreement, stating that Fed Johnson is in attendance tonight to offer his comments, and there are two terms which need to be added to the development order. County Attorney Novak recommended with regards to the development order and approval, to change the language under 4C, stating that the language creates a wetlands swell along the south easterly 15 feet of parcel 516 and grants a permanent easement, drainage easement on that said 15 feet for the benefit of those Hibiscus Drive property owners, and recommended adding these provisions to the development order. He then recommended a provision on the settlement agreement, stating that Mr. Rish has rendered parcels 516 and 503 as unbuildable as a term of the settlement agreement, stating that he will be removing fill from them within the next 90 days, and the other parcel ID's and the other property owners in this suit

have agreed to this settlement agreement; stating that the only modification is under 4A which states within 90 days. Commissioner McDaniel motioned to approve the recommendation from County Attorney Novak concerning the development order. Commissioner Williams seconded the motion, and it passed unanimously. County Attorney Novak reported on the settlement agreement, stating that everyone has to perform within the next 90 days, and there is a contribution monetarily to a taxable cost that came through the appeal, which will be paid to the Plaintiff, and the County's cost will be in the amount of \$2,750.00 recommending to accept and allow the Chairman to sign the agreement. Commissioner Williams motioned to approve this recommendation on the settlement agreement. Commissioner McDaniel seconded the motion for discussion. Fred Johnson requested for the County to approve the settlement agreement. The motion then passed unanimously.

RE-DISTRICTING – SPECIAL MEETING

Chief Administrator Butler reported that there needs to be a workshop scheduled to discuss re-districting. Upon inquiry by Chairman Yeager concerning possible meeting dates, Chief Administrator Butler stated that we have a request to meet next Tuesday, August 16th at 4:00 p.m., E.T. to consider Insurance quotes. Chairman Yeager scheduled a special meeting for Tuesday, August 16th at 4:30 p.m. E.T. to discuss re-districting.

LANDFILL RFP#1011-22 – WASTE MANAGEMENT

Chief Administrator Butler reported that Waste Management has requested several additional things concerning the landfill and they have furnished the information to them, stating that they are trying to get the numbers prior to the final budget.

HEALTH DEPARTMENT INVENTORY – TRUCK

Chief Administrator Butler reported that the Health Department would like to give a small pick-up truck (1995 Chevrolet Pickup Truck * Model #S-10 * VIN #1GCCS1448S8218007) to the County and requested for the Board to accept the truck to be used at Public Works. Commissioner McDaniel motioned to accept the truck. Commissioner McLemore seconded the motion, and it passed unanimously.

INSURANCE COMMITTEE MEETING

Chief Administrator Butler reported that the Insurance Committee met today and will meet again on Tuesday, August 16th at 1:30 p.m., E.T.

COURTHOUSE SECURITY

Chief Administrator Butler gave an update on the Courthouse Security, stating that the Board has budgeted for the 2011-2012 fulltime deputy in the Courthouse, and

Emergency Management Director Nelson is working on a price for a swipe card system for the back doors.

BIRD HABITAT – HIGHLAND VIEW

Commissioner Williams discussed the bird habitat located in the Highland View area, stating that this continues to be a friction point, and requested permission from the Board to submit a letter to D.E.P. and Barbara Ells to specify a time frame. The Board had no objections.

BEACH RENOURISHMENT – ADVERTISE FOR RFQ – LOBBYING SERVICES

Commissioner Williams discussed the beach renourishment issue with F.E.M.A. and Fish and Wildlife, and inquired as to the status on this issue on the Federal side. Chief Administrator Butler reported that they have a meeting on Thursday, and they will probably need assistance at the Federal level, stating that they need to look at someone to assist in lobbying. He recommended for the Board to consider finding someone to do some lobbying work on these two particular issues. Commissioner Williams motioned to advertise to receive RFQ's for Lobbying Services. Commissioner McLemore seconded the motion, and it passed unanimously.

CONTRACTORS – OUT OF COUNTY – RECIPROCAL AGREEMENT – OKALOOSA COUNTY

Chairman Yeager reported that a lot of our contractors have to go out of county to work, stating that a lot of our contractors are trying to work in Okaloosa County and that is one of the Counties that we do not have a reciprocal agreement with. Building Official Collinsworth reported that we have a reciprocal agreement with Franklin, Calhoun and Bay Counties which are bordering our County. He reported that he has had contact with Okaloosa County and several of our contractors want to go there and work and Okaloosa County will only allow if we have a reciprocal agreement with them. Commissioner McLemore motioned to approve a reciprocal agreement with Okaloosa County. Commissioner McDaniel seconded the motion, and it passed unanimously.

CAPE PALMS PARK

Chairman Yeager reported that he has been working with Building Official Collinsworth concerning some safety issues at Cape Palms Park, stating that the boardwalk needs to be repaired and it will cost approximately \$8,000.00 and requested permission to proceed in finding the funds. Commissioner Williams motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

NEW HIRE - HUMAN RESOURCE/RISK MANAGEMENT – S.H.I.P. – E.M.S. BILLING

Chairman Yeager reported that there has been discussion on the possibility of a new hire, stating that there are two or three items that can possibly be combined. He reported that the County is going to receive \$350,000.00 S.H.I.P. funds and of that 10% can be used for Administrative cost. Chairman Yeager stated he would like to combine S.H.I.P. Administration to the Human Resource/Risk Management position and use the 10% Administration money to help fund that position. Commissioner Smiley motioned to approve this request. Commissioner McLemore seconded the motion. Chief Administrator Butler reported that by rearranging things we can possibly let this person do some billing for E.M.S., stating that everything will be relocated to the Administration building. Mr. Butler stated that in order to do that he will assume the union negotiations and union work that was previously handled by Human Resources. He reported that the safety program will be handled by the shop foremen so the County can continue to get the 5% discount on the insurances, and the Clerk has agreed for the reconciling of insurance to go to Elaine Bland in the Clerk's Office. The motion then passed unanimously.

EMPLOYEE MATTERS – JOHN FORD

Chairman Yeager reported that the Board previously requested for him to meet with Dr. Pablo concerning the John Ford issue, stating that he met with him on Tuesday, and Dr. Pablo will be coming to Gulf County on Thursday to meet with Mr. Ford.

Chairman Yeager called for public comment.

BEACH RENOURISHMENT

Patricia Hardman appeared before the Board and thanked the Board for voting to proceed with the beach renourishment, stating that we are going to lose the beach if we do not proceed.

SIGN ORDINANCE

Patricia Hardman requested for the Board to move forward with the County sign ordinance, stating that the Board approved tonight to place two signs up in the tourist corridor. Chairman Yeager stated that they need to move forward with the sign ordinance, but the signs approved tonight would have fit under the old sign ordinance.

COURTHOUSE SECURITY

Sheriff Nugent appeared before the Board and requested for the Board to look at purchasing an x-ray machine instead of the magnetometer for the Courthouse. Chief Administrator Butler reported that the Court System Chief Judge is looking at the cost to

budget, stating that they have inquired about the cost for the card swipe system, the buzzer in the front and for the cameras.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 6:58 p.m., E.T.

WARREN J. YEAGER, JR.
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

MEMORANDUM

DATE: 8/16/2011

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works Director

SUBJ: Board Actions/Consent Agenda

- 1) Request Chairman sign the Small Quantity Generator Agreement

BCC APPROVED
DATE _____ D.C. _____

2011 AUG 15 AM 10:54

CONSENT **26**
DATE: 8/23/11 LL



Apalachee Regional Planning Council
 Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Liberty,
 Leon and Wakulla Counties and their municipalities

January 4, 2011

The Honorable Carmen McClemore, Chairman
 Gulf County Board of Commissioners
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456

Dear Commissioner McClemore:

Pursuant to Chapter 403.7234 (2), *Florida Statutes*, Gulf County shall verify the management practices of at least twenty percent (20%) of the small quantity hazardous waste generators identified in the Hazardous Waste Assessment for the area. The Apalachee Regional Planning Council (ARPC) currently provides this service to several other counties in the Apalachee Region under contract.

The verifications for FY 10/11 must be completed by June 30, 2011. Enclosed are two copies of a contract between the County and the ARPC to conduct the verifications. If the County decides to continue to contract with the ARPC for this service, please return both copies at the earliest possible time following execution. We will return one copy for the County's records following execution by the ARPC.

If you have any questions or we can be of assistance, please contact Richard Turner at the Council's Tallahassee office, (850) 488-6211.

Sincerely,

Charles D. Blume
 Executive Director

Enclosures

cc: Don Butler, County Administrator

AGREEMENT BETWEEN THE
COUNTY OF GULF
AND THE
APALACHEE REGIONAL PLANNING COUNCIL

This Agreement is entered into this ____ day of _____, 20____, by and between Gulf County, hereinafter referred to as the Purchaser, and the Apalachee Regional Planning Council, herein referred to as the Council.

WITNESSETH

WHEREAS, the Purchaser in furtherance of its duties desires to engage the Council to render technical or professional services; and

WHEREAS, the Council possesses the qualifications and expertise to perform the services required by the Purchaser.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth below.

The Council will perform the verification of the management practices of twenty percent (20%) of the facilities identified in the Hazardous Waste Management Assessment for the County, as required pursuant to Section 403.7234(2), *Florida Statutes*. The verifications will be prepared following the procedures specified by Rules of the Florida Department of Environmental Regulation (Chapter 17-731.050, *Florida Administrative Code*). Verifications will be completed by June 30, 2011.

ARTICLE II - COMPENSATION

In consideration for services received, the Purchaser agrees to pay to the Council upon completion of services the actual costs, direct and indirect, of completing the work required. Such costs shall more specifically consist of personnel costs, graphic supplies, telephone, postage, reproduction, printing, computer operations, travel, contractual obligations and indirect costs which are incurred as a result of the work required to fulfill the Council's requirements to this Agreement. Such costs shall not exceed Two Thousand Dollars (\$2,000.00).

ARTICLE III - TIME OF COMPLETION

The Council agrees to perform the required services by June 30, 2011.

ARTICLE IV - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Council shall be reimbursed for all its actual costs incurred in providing services hereunder as costs are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Council pursuant to this Agreement shall become the property of the Purchaser. The defaulting party shall pay any attorney's fees incurred by the non-defaulting party if a lawsuit for a violation of the Agreement is filed and recovery is made.

ARTICLE V - GENERAL TERMS AND CONDITIONS

a. Non-Discrimination. In carrying out the work of this Agreement, the Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Council, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin. The Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

b. Assignability. The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Purchaser.

c. Representation for the Parties. Any questions relating to the performance of this Agreement shall be directed to the County Administrator or other appropriate executive official of the County of Wakulla or the Executive Director of the Apalachee Regional Planning Council, as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____.

BY: _____
CHAIRMAN
APALACHEE REGIONAL
PLANNING COUNCIL

BY: _____
CHAIRMAN
GULF COUNTY
BOARD OF COMMISSIONERS

ATTEST:

BY: _____
ARPC EXECUTIVE DIRECTOR

BY: _____
GULF COUNTY
CLERK OF COURT

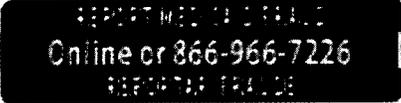
Lynn Lanier

From: Perry, Bill [Bill.Perry@ahca.myflorida.com]
Sent: Thursday, August 11, 2011 3:34 PM
To: Lynn Lanier
Cc: Behenna, Lecia; Darla Lyle (dlyle@gulfclerk.com)
Subject: FQHC 11 M LIP LOA SFY 2011-2012
Attachments: 2011-2012 LIP Distribution 8-2-2011.xlsx; Gulf County 11 M FQHC LOA SFY 2011-2012.docx

Ms. Lanier,
Attached you will find the **Revised** FQHC 11 M LIP LOA for Gulf County, St. Joseph Care of Florida. I made a error in transcribing the numbers into the LOA. I had \$27,402 and it should have been \$28,402. Please let Lecia or myself know if you have any questions.

Thank you,
Bill

William D. Perry III.
Senior Human Services Program Specialist
Medicaid Program Analysis - DSH/LIP
2727 Mahan Dr MS #21
Tallahassee, FL 32308-5407
850.412-4131 Work#
850.922-0461 Fax#
Bill.Perry@ahca.myflorida.com



Consumer Privacy Statement: This e-mail, including any attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient or his or her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this e-mail is prohibited. If you have received this e-mail in error, please reply to the sender and delete/shred it immediately.

2011 AUG 17 AM 9:44

CONSENT 31
DATE 8/23/11 LL

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2011, by and between Gulf (St. Joseph Care of Florida) (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 2000, the General Appropriations Act of State Fiscal Year 2011-2012, passed by the 2011 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$28,402.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. The Disproportionate Share Hospital (DSH) program.
 - ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
 - iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Increase the annual cap on outpatient services for adults from \$500 to \$1,500.
 - vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - vii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - viii. Medicaid LIP payments to Federally Qualified Health Centers.
 - ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

BCC APPROVED

DATE _____ D.C. _____

2. The County will pay the State an amount not to exceed the grand total amount of \$28,402. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$7,102 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$7,100 is due as follows, November 30, 2011, March 31, 2012 and June 15, 2012.
 - c. The State will bill the County each quarter payments are due.
3. Timelines: This agreement must be signed and submitted to the Agency no later than September 15, 2011, to be effective for SFY 2011- 2012.
4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2011-2012.
5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

This Letter of Agreement covers the period of July 1, 2011 through June 30, 2012.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Gulf (St. Joseph Care of Florida)

State of Florida

Signature

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Name

Title

Local Government Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2011-2012
DSH	
LIP, Exemptions & SWI	28,402
Nursing Home SMP	
Total Funding	\$28,402

PROVIDER NUMBER	PROVIDER NAME	IGT Provider	Local IGT Requirement	LIP Allocation \$11,000,000	NET LIP Funds
21	0011826-00 Foundcare		\$16,173	\$32,168	\$17,995
4	6886931-00 Brevard Health Alliance	Brevard County	\$90,742	\$205,950	\$115,208
8	0034079-00 Care Resource	Broward County	\$34,453	\$78,143	\$43,715
5	6800271-00 Broward Community & Family Health Centers	Broward County	\$66,533	\$151,006	\$84,473
12	0291528-03 Collier Health Services, Inc.	Collier County	\$236,650	\$537,109	\$300,459
17	0295523-00 Family Health Center of Columbia County	Columbia County	\$19,956	\$45,294	\$25,337
1	6905561-00 Agape Community Health Center	DOH	\$69,835	\$158,499	\$88,664
22	279196-00 George Dame CHC - Citrus County	DOH	\$59,904	\$135,961	\$76,056
28	0279498-00 Liberty County CHC	DOH	\$23,770	\$53,949	\$30,179
31	0279374-00 Nature Coast - Hernando County Health Department*	DOH	\$27,039	\$61,368	\$34,329
33	0279684-00 Northport - Sarasota CHD	DOH	\$25,956	\$58,910	\$32,954
36	0279595-00 Poinciana - Osceola County Health Department*	DOH	\$43,216	\$98,084	\$54,868
26	6860320-00 I.M Solzbacher Center for the Homeless	Duval County	\$24,004	\$54,480	\$30,476
16	6929907-00 Escambia Community Clinics	Escambia County	\$113,353	\$257,271	\$143,917
38	6867286-00 St Joseph Care of Florida	Gulf County	\$28,402	\$64,463	\$36,061
6	0520331-00 C.L. Brumback	Health Care Dist. Palm Beach County	\$146,718	\$332,996	\$186,278
34	6896936-00 PanCare Health Center	Hillsborough of Bay	\$28,823	\$65,413	\$36,592
37	0295507-00 Premier HealthCare Group, Inc.	Hillsborough of Pasco	\$34,970	\$79,370	\$44,400
43	0295060-01 Trenton Medical Center, Inc. Palms Medical Group)	Hillsborough of Glenside	\$66,786	\$151,881	\$84,794
39	0295574-00 Suncoast Community HCC	Hillsborough County	\$234,652	\$532,574	\$297,922
40	0295485-00 Tampa Community Health Center	Hillsborough County	\$210,039	\$476,710	\$266,672
41	0295477-00 Thomas E. Langley	Hillsborough County	\$51,446	\$116,763	\$65,317
19	0295434-00 Family Medical & Dental (Rural Health Care)	Hillsborough County ???	\$102,904	\$233,554	\$130,650
32	0295680-00 North Florida Medical Centers	Hillsborough of Gulf	\$116,290	\$263,936	\$147,646
42	6800050-00 Treasure Coast (Feilsmere)	Indian River	\$73,462	\$166,733	\$93,270
18	0295701-00 Family Hlth Ctr of SW Florida	Lee County	\$158,569	\$359,893	\$201,324
2	0605514-01 Bond Community Health Center	Leon County	\$75,246	\$170,781	\$95,535
29	0295612-00 Manatee County Rural Health Services	Manatee County	\$266,235	\$604,255	\$338,020
24	0017183-00 Heart of Florida	Marion County	\$32,065	\$72,775	\$40,710
3	0295540-00 Borinquen Health Care Center	Miami Dade County	\$199,079	\$451,837	\$252,758
7	6800025-00 Camillus Health Concern, Inc.	Miami-Dade	\$47,047	\$106,780	\$59,733
15	0295728-00 Community Health Centers of South Florida	Miami-Dade	\$340,603	\$773,044	\$432,441
25	0295531-00 Helen B. Bentley Family Health Center	Miami-Dade	\$194,978	\$442,528	\$247,550
27	0295400-00 Jessie Trice Community Health Center	Miami-Dade	\$261,584	\$593,700	\$332,116
30	0295442-00 Miami Beach Community Health Center	Miami-Dade	\$155,199	\$352,245	\$197,046
11	6885713-00 Citrus Health Network	Miami-Dade of Alachua	\$46,078	\$104,871	\$58,499
10	0295515-00 Central Florida Family Hlth. Ctr. Inc. - Sanford	Orange County	\$221,423	\$502,548	\$281,125
13	0295451-00 Community Health Centers - Apopka	Orange County	\$263,178	\$597,318	\$334,140
23	6874291-00 Healthcare for the Homeless	Orange County	\$64,089	\$145,457	\$81,369
14	0295655-00 Community Health Centers of Pinellas County	Pinellas County	\$124,022	\$281,484	\$157,462
9	0295493-00 Central Florida Health Care - Avon Park Frostproof	Polk County	\$176,647	\$400,923	\$224,277
20	0295744-00 Florida Community Health Centers	St. Johns County of Escambia	\$130,673	\$296,581	\$165,907
35	6879551-00 Pierson - Northeast FL Health Services	Volusia County	\$145,834	\$330,991	\$185,156
	TOTAL		\$4,846,600	\$11,000,000	\$6,153,400

Amend the FY2010-2011 TDC budget for items to be paid with TDC Reserve funds.

**Budget Amendment
#7
Tourist Development Fund**

	Original Budget	Increase	Decrease	Amended Budget
<i>Reserves:</i>				
69984-95000 Resrv for Cont	\$ 332,036.00	\$ 0.00	\$125,000.00	\$ 207,036.00
<i>Beach Renourishment:</i>				
28039-31000 Prof Services	\$ 159,617.00	\$125,000.00	\$ 0.00	\$ 284,617.00

BCC APPROVED

DATE _____ D.C. _____

Donna Williams

To: Denise - Gulf County (gulfhr@gtcom.net)
Subject: GCWB Request for Agenda Item and Handout
Attachments: Request for Agenda Item to Gulf County Commission.pdf; GCWB Agenda Item Handout Gulf County.pdf; ATTACHMENT I Signature Page Gulf County.doc

Importance: High

Denise,

Attached is the request from the Gulf Coast Workforce Board for an agenda item for the August 9 commission meeting. I have also attached the page for Chairman Yeager's signature, if approved and the handout.

The handout is our new amendment request for extension to October 1, 2014. The amendment that was previously approved is also included in the handout.

Kim Bodine, our Executive Director, and Gary Ross, our Board Chair plan to attend the commission meeting.

Thanks for your assistance in getting this on the agenda. If you need copies of the handout, please let me know how many you need, and I'll be glad to provide them to you through the mail.

Please let me know if additional information is required.

Thanks.
Donna Williams
Administrative Assistant
Gulf Coast Workforce Board
850-913-3285
dwilliams@gcwb.org

2011 AUG -9 PM 12:26

GULF COAST WORKFORCE BOARD, INC.

5230 West Highway 98 - Panama City, FL 32401 - Phone (850) 913-3285 - Fax (850) 913-3269 - www.workforcecenter.org

August 1, 2011

Mr. Warren Yeager, Jr., Chairman
 Gulf County Board of County Commissioners
 1000 Cecil G. Costin, Sr. Blvd
 Port St. Joe, Florida 32456

Dear Chairman Yeager:

The Gulf Coast Workforce Board has updated Amendment 1 to our comprehensive, two-year workforce plan to extend our previously approved designation as a One-Stop operator or a direct provider of workforce services. As required by the State of Florida, the amended plan will require the approval of the Gulf County Board of Commissioners and your signature.

We respectfully request placement of this item: "Approval of the Amended Gulf Coast Workforce Board Local Workforce Services Plan for 2009-2010" on your August 8, 2011 meeting agenda. Copies of the amended document are enclosed. ²³

If you have questions or need additional information, please call me at 850-913-3284. Your assistance is most appreciated.

Yours truly,



Kimberly L. Bodine
 Executive Director

Cc: Mr. Don Butler, County Administrator

BCC APPROVED

DATE _____ D.C. _____

ATTACHMENT I

REQUEST FOR EXTENSION

RWB Number 4

Contact Name Kim Bodine, Executive Director Contact Phone Number 850-913-3285

This extension is to be effective for the period July 1, 2010 through October 1, 2014.

Note that this extension may be revoked prior to that date based on Federal and State law or policies.

The signatures below certify request for an extension submitted by the Gulf Coast Workforce Board, Inc., Region 4 and the assurance that the Gulf Coast Workforce Board, Inc. will operate in accordance with the extension, its service delivery plan, and applicable Federal and State laws and regulations.

Regional Workforce Board Chairman

Chief Elected Official

Signature

Signature

David G. Ross
Name

Warren Yeager, Jr.
Name

Chairman, Gulf Coast Workforce Board, Inc.
Title

Chairman, Gulf County Board of County Commissioners
Title

Date

Date

AMENDMENT 1

Request for Extension of Permission to Provide Direct Services

With this document the Gulf Coast Workforce Board (GCWB) formally requests an extension of Workforce Florida Inc.'s permission to provide direct services.

1. *A review of how the provision of direct services during the original implementation period fit the business model that the RWB proposed in its original request, and any proposed changes in the business model or the particular workforce services the RWB intends to provide during the extension period.*

The ability to provide direct services impacted our business model positively, as expected. We were able to rapidly implement new projects and make quick course corrections, as needed.

2. *The effective date, not to exceed three years, for when the extension will be in effect.*

The GCWB has been delivering direct services since July 1, 2010 under previously granted permission. Based on the due date of this report, we would like to have permission extended to October 1, 2014.

3. *A review of the RWBs stated reasons in its original request why the RWB has decided to directly provide the workforce services, and an explanation of how it is in the best interest of the RWBs customers that the RWB continue to provide these services.*

The region's two reasons to request permission to deliver direct services were expediency and cost savings. We were correct in believing that we could more quickly implement special projects if board staff provided direct program oversight. We were quick off the mark to enroll Digital Access participants at a rate of 33% more clients than our nearest competition. We repeated that performance with the Oil Spill NEG and were able to quickly secure (with AWI's assistance) USDOL's agreement to allow "on-the-job training" under the grant's umbrella. We knew this was a valuable option because were directly supervising the case managers who were talking to clients. Reducing the gap between client needs and staff action is certainly in our clients' best interests.

4. *A review of the effectiveness of the firewall established by the RWB to clearly separate existing roles as oversight body for the region's workforce delivery system and its role as the operational services directly provided by the RWB, and an explanation of changes to be made to the firewall.*

Our firewall structure has worked very well. Although GCWB board members are more well-informed than ever about program activities, they remain committed to their role of providing a guiding vision and broad policy.

5. *An identification of the grant program(s) that currently fund the workforce service delivery model.*

WIA Adult	DVOP	NEG
WIA Youth	LVER	FL DOE Ready to Work
WIA Dislocated Worker	TAP	SSA Ticket to Work
WIA Incentives	Military Family	Microsoft Foundation
Wagner-Peyser	Job Corp	Jessie Ball duPont Foundation
Wagner-Peyser Incentives	Reed Act	Port St. Joe Redevelopment Agency
Welfare Transition	UC	City of Port St. Joe
FSET	TAA	

6. *Analysis of the costs of the services that documents the actual reduction in costs with the RWB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.*

In the past, we have paid 3% indirect on one of our contracts which provided case management for individuals in classroom training. This contract also included a financial coordinator. We have streamlined the financial portions of this activity to the point that it has become half of a senior bookkeeper’s workload. Our total savings with just those two advantages were \$57,167. We realized those savings along with the costs of a program supervisor at the service provider level for a total of \$111, 167. We anticipate maintaining that level of savings plus an additional \$50,000 from taking in another training case management contract.

7. *A review of any other realized improvement to service delivery and performance outcomes, and description of anticipated improvements.*

Because board staff are directly involved in service provision and supervise the case managers who see clients, we have a better handle on issues impacting performance. As an example, outreach leading to timely recruitment: by maintaining a weekly report from case managers regarding public interest in training under our Oil Spill NEG, we were able to adjust our marketing to hit enrollment goals. While managing five special projects, we increased case management staff from three to five case managers, and one case manager who doubled as a lab manager. Our client load; however, increased almost 800%. In part, our ability to serve such an increase was due to projects that provided short term training opportunities; however, the length of the training did not preclude the need for accurate and timely data entry. We have assumed all responsibility for case management for clients being sponsored into classroom training as of the start of this program year. We anticipate an increase in productivity in serving clients who are pursuing certificates in vocational education as a result.

8. *Documentation that the public was provided a meaningful opportunity for review and comment on the proposed extension for a period not less than 10 days. (Include any submitted comments).*

The proposed extension was put on our website immediately after board approval on (fill in date) and advertised in the three counties' primary newspapers served by Region 4. Those advertisements were in the Panama City News Herald (Bay County) on (fill in dates), The Star (Gulf County) on (fill in dates), and Apalachicola Times (Franklin County) on (fill in dates).

9. *Documentation that the Chief Elected Official has agreed to the planned extension (Request for Extension, Attachment 1).*

See ATTACHMENT I

Performance Report

1. *An analysis of the actual cost savings realized as a result of the RWB providing the workforce service.*

In the past, we have paid 3% indirect on one of our contracts which provided case management for individuals in classroom training. This contract also included a financial coordinator. We have streamlined the financial portions of this activity to the point that it has become half of a senior bookkeeper's workload. Our total savings with just those two advantages were \$57,167. We realized those savings along with the costs of a program supervisor at the service provider level for a total of \$111, 167. We anticipate maintaining that level of savings plus an additional \$50,000 from taking in another training case management contract.

2. *A description of any realized improvement to the local service delivery system and any realized improvement in performance outcomes.*

Because board staff are directly involved in service provision and supervise the case managers who see clients, we have a better handle on issues impacting performance. As an example, outreach leading to timely recruitment: by maintaining a weekly report from case managers regarding public interest in training under our Oil Spill NEG, we were able to adjust our marketing to hit enrollment goals. While managing five special projects, we increased case management staff from three to five case managers, and one case manager who doubled as a lab manager. Our client load; however, increased almost 800%. In part, our ability to serve such an increase was due to projects that provided short term training opportunities; however, the length of the training did not preclude the need for accurate and timely data entry. We have assumed all responsibility for case management for clients being sponsored into classroom training as of the start of this program year. We anticipate an increase in productivity in serving clients who are pursuing certificates in vocational education as a result.

3. *A description of any "best practices" that could be shared with other RWBs.*

The most useful best practice we have developed over the past year sprang from necessity. Management staff has always used binders to track special projects and hold necessary documents to the operation of those projects. This year because there were so many projects that had special "quirks" that impacted service delivery, we developed project guides similar to those used by management. Each case manager had a binder with a basic overview of each project, the case manager's goals and budget, any questions and answers, and data entry directions. Special eligibility information, if necessary, is also in the binder. This practice gave case managers a concrete resource to refer to when questions arose and helped reduce data entry and other program errors.

Previously Submitted Documentation

Statement of Intent

RWB Number 4

Contact Name Jennifer German

Contact Phone Number 850-913-3285

AMENDMENT TO THE 2007 – 2009 LOCAL WORKFORCE SERVICES PLAN

This amendment authorizes designation of a regional workforce board as a one-stop operator or direct provider of certain services by agreement of the chief elected official and the Governor.

No amendment to the Region 2007 – 2009 Local Workforce Service Plan needed at this time

STOP HERE - NO FURTHER ACTION NEEDED

The Region 4 2007 – 2009 Local Workforce Service Plan will be amended to include designation of the regional workforce board as a one-stop operator or direct provider of certain services

PLEASE CONTINUE

See ACTION REQUIRED section of the Guidance Letter/Communiqué, Process to Request Permission to Provide Direct Services.

(THIS AMENDMENT WILL INCLUDE THE SIGN-OFF OF YOUR CHIEF ELECTED OFFICIAL(S) AND APPROVAL BY THE WORKFORCE FLORIDA BOARD)

AMENDMENT 1

Request by Region 4 to Provide Direct Services

1. A description of the revised "business model" that the Board has elected to follow and a description of the particular workforce service the regional workforce board wants to directly provide and how that service will be delivered. This will include a reference to those items in the two-year plan that would change if the request is approved, as well as a revised Organization Chart reflecting the proposed new structure and delivery model (page numbers, etc.).

Up to this point, the Board has had to contract out special projects such as those funded through WFI, USDOL or private charities, and National Emergency Grants (NEG). This arrangement slowed down implementation, the production of deliverables, and the hiring of necessary staff. The authority to directly provide services for these projects will greatly increase our efficiency. The Deputy Director has always provided oversight for day-to-day operations, and will expand her responsibilities to supervise any special project or NEG managers hired, as appropriate. As necessary or preferable from a cost and management standpoint, the Board may choose to operate youth programs. Within our plan, changes will impact items (a) and (b) on page 32. Those items relate to the Adult, Dislocated Worker, and Youth Services programs, as we will join the list of providers. An amended organization chart is attached.

The change this paradigm would effect on our organizational chart is reflected in Attachment III. We are interested in the provision of direct services that fall under the assisted core and intensive categories and youth services. We only plan to offer these services ourselves when it would be advantageous from a cost or expediency perspective.

2. The effective date for when the regional workforce board will provide the service. Include a description of any transitional period needed to ensure continuity in the delivery of the service to the regions workforce customers.

Although we are not currently in need of providing direct services, should that need arise we will implement as rapidly as possible. Senior management on our staff began their careers as front-line workers and would therefore be able to pick up service delivery until appropriate staff can be hired and trained.

3. A description of the reasons why the regional workforce board has decided to directly provide the workforce services.

Expediency - Oftentimes special projects are of an emergency nature; in other cases they are decided due to the direction/vision of the state's administration. In either case, quick and comprehensive program development and implementation are vital to the success of the project. In the case of emergency

program operation, time to negotiate contracts, hire staff and sort through the lines of communication between agencies is time lost in assessing the needs and getting services to those in need. Programs that need daily changes and close monitoring due to ever changing conditions, often communicated by state agencies, is more efficiently handled by the organization who:

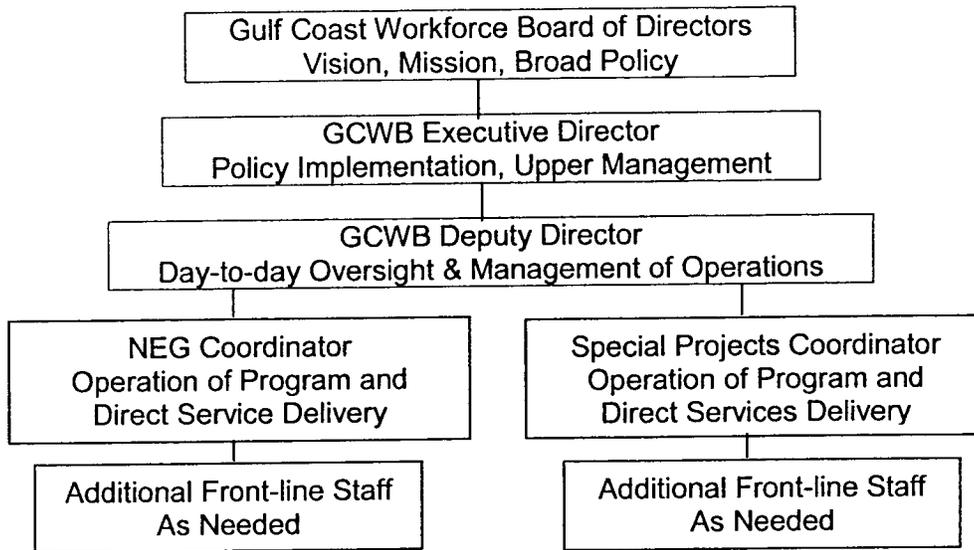
- receives the state's updates
- directly controls the staff to carry out the services
- manages the resources and the program development and implementation

In other words, the entity that can effect change the quickest is the one who should do so. In this case, that would be the regional workforce board. Our providers do a great job with our year round programs that don't require quick changes and daily assessment of resources, but in an emergency or "special project" that requires a short turn-around, there is greater efficiency to be achieved by the board because directly operating these programs will allow for the flexibility needed to react quickly to changing conditions without contract modifications and negotiations with service providers. This would in essence shorten the chain of command and the approval process. There is also a cost savings of indirect costs that are paid to a provider to operate the project.

4. A description of how the regional workforce board will establish a "firewall" that clearly separates and defines their existing role as the oversight body for the workforce region's workforce delivery system from their new role as the managing board of directors for those operational services that the Board has chosen to directly provide.

Such a "firewall" currently exists as our Board provides policy that staff turns into guidance for our service providers. Board members will not be involved in daily operations, Board staff will. Our organization chart has been modified to reflect where additional staff may be added to deliver services and their position within the staff's structure.

The members of the Gulf Coast Workforce Board are responsible for the establishment of goals, high-level policy and to direct Board staff to develop strategies to achieve those goals and implement policy. Board staff will provide management and operational support of programs. See diagram:



5. An identification of the grant program(s) that currently fund the workforce service delivery model.

WIA Adult	Job Corp
WIA Youth	Military Family
WIA Dislocated Worker	Reed Act
Wagner-Peyser	Welfare Transition
UC	WIA Incentives
DVOP	Wagner-Peyser Incentives
LVER	TAA
TAP	FL DOE Ready to Work

6. The estimated cost of the service and the results of a cost analysis that documents the expected reduction in costs if the regional workforce board provided the service rather than contracting that service to another provider.

Although we are not currently in receipt of NEG or other special project funds, we have had special projects in previous program years. A historical analysis of the budgets related to those projects shows a cost savings potential of 16% if the Board handled direct services

7. A description of any other anticipated improvement to service delivery and performance outcomes.

Having direct control of special projects will allow us to quickly make any process changes needed in order to attain pledged performance, and to provide services quickly. In this paradigm, when performance is not being met, the Executive Director and Deputy Director can create changes in service delivery and charge

the special project or NEG coordinator with implementation. That coordinator's employment is covered under Gulf Coast Workforce Board policy (see Attachment IV) and may be terminated as described.

When we have to use a service provider and are dissatisfied with performance, our solutions can only be phrased as recommendations. The person responsible at the service provider level feels no particular urgency to adopt our recommendations. This is a situation we have found ourselves attempting to resolve in the past, and addressing it takes up staff time that could be put to more productive use.

8. Documentation that the public was provided at least 30 days notice to review and comment on the proposed change in service delivery (include any submitted comments).

An outline of the new service delivery model is posted for 30 days on our website (November 3 - December 4, 2008) and advertised in our region's primary newspaper. Comments received will be forwarded to WFI.

9. Documentation that the Chief Elected Official has agreed to the planned change in service delivery (Signature Page, Attachment II).

Please see Signature Page, Attachment II

SIGNATURE PAGE

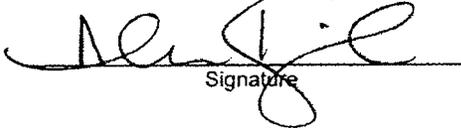
RWB Number 4

RWB Name Gulf Coast Workforce Board

Contact Name Jennifer German Contact Phone Number 850-913-3285

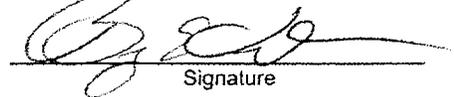
This amendment to the Local Workforce Service Plan is to be effective for the period July 1, 2008 through June 30, 2009, to coincide with the effective date of the 2007 – 2009 comprehensive plan. The signatures indicated below certify agreement to the plan amendment submitted by the Gulf Coast Workforce Board workforce development board and the assurance that the region will operate in accordance with this plan amendment and applicable federal and state laws and regulations.

Workforce Board Chairperson


Signature

Alisa J. Kinsaul
Name (printed or typed)

Chief Elected Official


Signature

Billy E. Traylor
Name (printed or typed)

Chair - Gulf Coast Workforce Board
Title

1-20-09
Date

Chairman
Title

Gulf County Board of County Commissioners

11/25/08
Date

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (Grantee) Gulf County Board of County Commissioners
(Name of library governing body)

Governing body for Gulf County Public Libraries
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

BCC APPROVED
DATE _____ D.C. _____

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R.A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, FL 32399-0250

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

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

- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.60, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

THE DIVISION

Chair of Governing Body or
Chief Executive Officer

Florida Department of State
Division of Library and Information Services

Typed Name

Typed Name

Date

Date

Clerk or Chief Financial Officer

Division Witness

Typed Name and Title of Official

Division Witness

Date



MEMORANDUM

TO: Gulf County Board of County Commissioners	FROM: Bobby Knee <i>Bobby Knee</i>
FAX NUMBER: (850) 229-9252	DATE: August 16, 2011
COMPANY:	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: (850) 229-6111	SENDER'S PHONE NUMBER: (850) 227-1401
RE: Equipment	SENDER'S FAX NUMBER: (850) 229-9521

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

The City of Wewahitchka Fire Department has agreed to give Wetappo Creek Fire Department a 1974 Ford 900 Fire Truck.

VIN#: C90LVT12816

I would like to request the Board's approval for this piece of equipment to be added to our inventory at Wetappo Creek Fire Department.

Thank you for your consideration of this request.

1001 TENTH STREET PORT ST. JOE, FLORIDA 32456
PHONE: (850) 227-1401 • FAX: (850) 229-9521 PUBLICWORKS@GULFCOUNTY-FL.GOV

BCC APPROVED

DATE _____ D.C. _____

2011 AUG 16 AM 10:57

CONSENT **57**
DATE: 8/23/11 LL

Telephone: +1.850.575.1800
Fax: +1.850.575.0105

www.atkinsglobal.com/northamerica

2011 AUG - 8 PM 2: 05
INVOICE
GULF COUNTY
COMMISSIONERS

TO: Gulf County Board of Commissioners
1000 Cecil B. Costin, Sr. Blvd
Room 309
Port St Joe, Florida 32456

DATE: 8/5/2011

INVOICE NUMBER: 1118003

INVOICE PERIOD: 07/01/11 - 07/31/11

RE: Cape San Blas Bike Path III
412681-2-58-01b

INVOICE AMOUNT: \$23,545.19

Atkins Project #100020261

LUMP SUM CHARGES	<u>Lump Sum Amount</u>	<u>% Complete</u>	<u>Total Fee Earned</u>	<u>Previously Invoiced</u>	<u>Current Fee Billing</u>
Cape San Blas Bike Path Per pay out	\$141,271.12	16.6667%	\$23,545.19	\$0.00	\$23,545.19
Lump Sum Totals	\$141,271.12		\$23,545.19	\$0.00	\$23,545.19

\$141,271.12

Total amount this period

\$23,545.19

TOTAL INVOICE AMOUNT DUE **\$23,545.19**

For information regarding this invoice please contact Karen Miller at 850-580-7823

Remit Payment to: Atkins (Formally PBS&J)
P.O. Box 409357
Atlanta, Ga 30384

APPROVED FOR PAYMENT

Date 8/9/11 D.H. JK
Acct. # 40341-31000
LAP - Cape Bike Path III

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 40341-31000

2011 AUG 17 AM 9:42

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

Jeremy T.M. Novak, Esq.
1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

August 15, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Donald Butler, Chief Administrator
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Professional Services Rendered
NLG File No.: 2200-001, 2200-004 & 2200-005**

Dear Mr. Butler:

Enclosed for your review and file, please find our firm's invoices for professional services rendered.

Additionally, please note an invoice summary statement of both the general legal files and litigation matters for this period have been included for your reference, review and approval.

Should you have any questions, please contact our office immediately.

Very truly yours,

Novak Law Group, PLLC

Encl.

cc: Kari Summers, Gulf County Clerk's Office

2011 AUG 17 PM 1:41

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

CONSENT
DATE 8/23/11 u

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

Jeremy T.M. Novak, Esq.
1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

August 15, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of August Professional Services Rendered and Enclosed Invoice
NLG File No.: 2200-001 General Legal Services (8/1/11 -8/14/11)**

Summary of Invoices for Professional Services

-	Gulf County General Legal Representation (37.25 hrs. x \$100)	= \$3,725.00
	Total Professional services and costs	<u>\$3,725.00</u>

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 8134-31100

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

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

Jeremy T.M. Novak, Esq.
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

August 15, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of August Professional Services Rendered and Enclosed Invoices
Litigation – Professional Legal Services NLG File No.: 2200-004 & 005
(8/1/11-8/14/11)**

Summary of Invoices for Professional Services

2200-005		
-	Gulf County Litigation / Pending Litigation Matters (9.65 hrs. x \$125)	= \$1,206.25
	professional services total (litigation)	\$1,206.25
2200-004		
-	Gulf County Deepwater Horizon Matters (5.4 hrs. x \$125)	= \$675.00
	professional services total	\$675.00
	Total Professional services and costs	\$1,881.25

BCC APPROVED

DATE _____ D.C. _____

ACCT. #. 21314-31100

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

Lynn Lanier

From: Ben Guthrie [bguthrie@gulfcountry-fl.gov]
Sent: Tuesday, August 16, 2011 3:02 PM
To: Don Butler; 'Lynn Lanier'; Kari Summers
Subject: E911 Datamaster Software
Attachments: 911 Datamaster Quote 2011.pdf; 911 Datamaster Software Upgrade 08-2011.doc

I have attached quotes for our database software upgrade. This is the same company we are using now, just a new version of the software bringing it up to date. We received a grant to replace our software from the State E911 Board so it is fully funded. I am requesting this be put into the consent agenda for approval by the Board. If you have any questions or concerns, please feel free to contact me.

Thank You,

Ben

Benjamin S. Guthrie, ENP; FPEM
EM/E-911 Coordinator
Gulf County Emergency Management
1000 Cecil G Costin Sr Blvd, Bldg 500
Port St Joe, FL 32456
Phone: 850-229-9111
Fax: 850-229-9115
Cell: 850-340-1863
Email: bguthrie@gulfcountry-fl.gov

2011 AUG 17 AM 9:42



**GULF COUNTY
E9-1-1 DEPARTMENT**

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

INTEROFFICE MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE
DATE: AUGUST 16, 2011
SUBJECT: E9-1-1 DATABASE MANAGEMENT SOFTWARE UPGRADE

Attached is a quote from 911 Datamaster to upgrade our Tri-County database software for our 911 system. We are currently using 911 Datamaster Software for our database management. We are well pleased with their product and have agreed as a group to maintain this product if approved by our Boards. The total cost of this upgrade is \$37,284.00 with Gulf County's portion being \$12,428.00. We were able to secure a grant from the Florida E911 Board to cover the entire cost of this upgrade.

By this memo we are requesting the Board's approval to move forward with this software upgrade to be paid from the E911 Grant account.

Cc: Don Butler

BCC APPROVED

DATE _____ D.C. _____



911 Datamaster

March 1st, 2011

*Quote: 75k Software Upgrade
Attn: Georgia Baggett, FairPoint
End User: Tri-County - Florida*

ALI / Call/Remarks/DBMS/WebDBMS (75,000 Records)

License Upgrade to 3.x - \$21,284
Annual Premium Support - \$12,500
Installation & Training - \$3,500

Total \$37,284

***Premium Support for first year must be purchased with software. Support will then be invoiced annually.**

Premium Support includes technical support, software patches/fixes and normal software upgrades on products previously purchased.

For questions contact:

Eric J Regnier -
Email ericr@911Datamaster.com
Phone 951.551.8272

This quote is for software only. 911 Datamaster allows customers to purchase, install, and maintain hardware platform of their choice. We will partner with you on technical specifications.

Thank you for giving us the opportunity to provide this quote. This quote is valid for 90 days.

This document is intended only for the use of the person or organization to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.



OFFICE: (850) 769-3477
FAX: (850) 769-3456

POST OFFICE BOX 59462
PANAMA CITY, FL 32412-0462

August 3, 2011
Vendor # 115
Job # 115
Invoice # 26229

Gulf County Board of County Commissioners
c/o Preble-Rish, Inc.
Attn: Mr. Clay Smallwood, E.I.
324 Marina Drive
Port St. Joe, FL 32456

2011 AUG 17 AM 9:42

Re: Gulf County
Iola Road Paving Project (CIGP)

Contract Amount	\$743,881.00
Total Amount Completed	\$274,778.28
Less Retainage (10%)	-\$27,477.83
Less Prior Invoices	<u>-\$145,640.20</u>
Total Amount Due & Requested	\$101,660.25

DUE DATE 08/18/11

WE GREATLY APPRECIATE YOUR BUSINESS!!!

APPROVED FOR PAYMENT

Date 8/9/11 D.H. JK
Acct. # 40741-63000
CIGP - Iola Road

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 40741-63000

CONSENT
DATE 8/23/11 LL

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: GULF COUNTY BOARD OF COUNTY COMMISSIONERS 1000 CECIL G. COSTIN SR. BLVD. PORT ST. JOE, FL 32456

PROJECT: GULF CO - IOLA RD APPLICATION NO 3 Distribution to: OWNER ARCHITECT CONTRACTOR

FROM CONTRACTOR: GAC CONTRACTORS, INC. 4116 N HIGHWAY 231 PANAMA CITY, FL 32404

CONTRACT FOR: 2010 CIGP PAVING PROJECT CONTRACT DATE: 03/24/2011

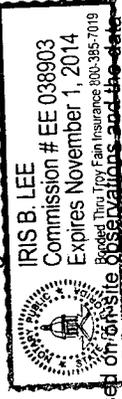
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

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

Table with 2 columns: Description and Amount. Includes rows for ORIGINAL CONTRACT SUM, Net change by Change Orders, CONTRACT SUM TO DATE, TOTAL COMPLETED & STORED TO DATE, RETAINAGE, and LESS PREVIOUS CERTIFICATES FOR PAYMENT.

CONTRACTOR: GAC CONTRACTORS, INC

By: [Signature] Date: 8-5-11 State of: FLORIDA County of: BAY Notary Public: [Signature] My Commission expires: August 2011



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

AMOUNT CERTIFIED \$ 101,660.25

CHANGE ORDER SUMMARY table with columns: ADDITIONS, DEDUCTIONS, and NET CHANGES by Change Order.

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHITECT:

By: [Signature] Date: 8/8/11

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

GULF COUNTY - IOLA RD

(2010 CIGP PAVING PROJECT)

#115

3

3-Aug-11

31-Jul-11

3.231

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) (10%)
SCHEDULE OF VALUES								
GENERAL CONDITIONS								
1	MOBILIZATION	4339.00	1.00			\$4,339.00		\$433.90
2	BONDS AND INSURANCE	8184.00	1.00			\$8,184.00		\$818.40
3	MAINTENANCE OF TRAFFIC	6208.00	0.50	0.25		\$4,656.00		\$465.60
4	CONSTRUCTION LAYOUT	7436.00	0.75	0.15		\$6,692.40	\$1,552.00	\$669.24
5	NPDES PERMIT	1680.00	0.50	0.25		\$1,260.00	\$743.60	\$126.00
	SUB TOTAL	\$27,847.00						
SITework								
6	CLEAR AND GRUB INCLUDING DEMOLITION	18580.80	0.75			\$13,935.60	\$4,645.20	\$1,393.56
7	TYPE SP 12.5MM ASPHALT @ 1-1/2"	2315 TON	87.88			\$203,442.20	\$203,442.20	\$0.00
8	12" FDOT TYPE B STABILIZATION	33476 SY	2.17	7222.00		\$15,671.74	\$29,242.92	\$4,340.00
9	OPTIONAL BASE GROUP 5	21999 SY	9.70	3067.00		\$94,196.70	\$89,443.70	\$12,394.66
10	EXCAVATION REGULAR	43 CY	5.60	43.00		\$240.80		\$24.08
11	EXCAVATION BORROW	21216 CY	5.80	8985.00		\$52,113.00	\$70,939.80	\$5,211.30
12	SIGNS	10 EA	218.39			\$0.00	\$2,183.90	\$0.00
13	6" SOLID WHITE PAINT EDGE STRIPE	17216 LF	0.75			\$0.00	\$12,912.00	\$0.00
14	6" SOLID YELLOW PAINT CENTER STRIP	17216 LF	0.75			\$0.00	\$12,912.00	\$0.00
15	REFLECTIVE PAVEMENT MARKERS (RPM)	430 EA	5.60			\$0.00	\$2,408.00	\$0.00
16	SOD (ARGENTINE BAHIA) - 30" STRIP @ 1'	4782 SY	3.45			\$0.00	\$2,408.00	\$0.00
17	SEED AND MULCH	12434 SY	1.75			\$0.00	\$16,497.90	\$0.00
18	SILT FENCE	17216 LF	0.93	17216.00		\$0.00	\$21,759.50	\$0.00
	SUB TOTAL	\$716,034.00				\$16,010.88	\$16,010.88	\$1,601.09
GRAND TOTALS								
		\$743,881.00				\$112,955.84	\$274,778.28	\$27,477.83
							36.94%	

45FAIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292.

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certificate of Authenticity.

G703 - 1992

**WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment of **\$101,660.25** and said payment clearing GAC Contractors' bank account, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **July 31, 2011**, to the **Gulf County Board of County Commissioners**, on the job of the **Gulf County – Iola Road Paving Project (CIGP)** to the following property:

Iola Road, Gulf County, Florida

This waiver and release does not cover any retention or labor, services, or material furnished after the date specified. This waiver does not include retainage withheld in the amount of **\$27,477.83**.

Contractor: **GAC Contractors, Inc.**

By: Angie Blakemore
Printed Name: **Angie Blakemore**
Title: **Controller**

County of **Bay**
State of **Florida**

Subscribed and sworn before me this **3rd** day of **August, 2011**.



Iris B. Lee
Notary Public State of Florida

My Commission Expires: November 1, 2014.



Jordan & Associates
Municipal Grant Consulting
A WBE / MBE Firm

580-2 Wells Road
Orange Park, FL 32073
904.264.6203 904.264.2190
admin@jordangrants.com

DATE: AUGUST 15, 2011
INVOICE: 11-K15-D04

TO: Towan Kopinsky, Grant Coordinator
Gulf County
1000 Cecil G. Costin, Sr. Boulevard
Port St. Joe, FL 32456

2011 AUG 17 AM 9:45

LOCAL GOVERNMENT	GRANT NUMBER	PAYMENT TERMS
Gulf County	10DB-K4-02-33-01-K15	Due upon receipt
DESCRIPTION	AMOUNT	
CDBG Grant Activity Delivery Services:	\$772.20	
<u>Service Area #1</u>		
-Contract Amount	\$	59,400.00
-Less Previous Payment	\$	<u>58,627.80</u>
-Balance	\$	772.20
-Current Invoice Amount	\$	772.20
<u>Service Area #2</u>		
-Contract Amount	\$	18,366.00
-Less Previous Payment	\$	<u>4,275.60</u>
-Balance	\$	14,090.40
-Current Invoice Amount	\$	0.00
<u>Service Area #3</u>		
-Contract Amount	\$	34,290.00
-Less Previous Payment	\$	<u>0.00</u>
-Balance	\$	34,290.00
-Current Invoice Amount	\$	0.00
(Service Area #1- 100.00% Complete of \$59,400.00)		
(Service Area #2- 23.28% Complete of \$18,366.00)		
(Service Area #3- 0.00% Complete of \$34,290.00)		
-Remaining Contract Balance	\$	48,380.40
TOTAL		\$772.20

APPROVED FOR PAYMENT

Date 8/15/11 D.H. JK
Acct. # 113538-31000

CDBG-DRI Act. Del. - Stumphole

Make all checks payable to:
JORDAN & ASSOCIATES
Thank you for your business!

BCC APPROVED
DATE _____ D.C. _____
ACCT. # 113538-31000

580 Wells Road
Suite 2
Orange Park, FL 32073

Phone: 904-264-6203
Fax: 904-264-2190
barmstrong@jordangrants.com

REQUEST FOR FUNDS #8

70
CONSENT
DATE 8/23/11 LL

Lynn Lanier

From: Ben Guthrie [bguthrie@gulfcountry-fl.gov]
Sent: Tuesday, August 16, 2011 2:55 PM
To: Don Butler; 'Lynn Lanier'; Kari Summers
Subject: Mapping Maintenance Renewal
Attachments: Microdata Annual maintenance 08-2011.doc; MicroData Maintenance Agreement 2011.pdf

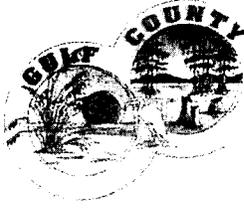
I have attached the annual renewal notice for MicroData, our 911 mapping provider. I am requesting that this be put into the consent agenda for approval from the Board. If you have questions or concerns, please contact me.

Thank You!

Ben

Benjamin S. Guthrie, ENP; FPED
EM/E-911 Coordinator
Gulf County Emergency Management
1000 Cecil G Costin Sr Blvd, Bldg 500
Port St Joe, FL 32456
Phone: 850-229-9111
Fax: 850-229-9115
Cell: 850-340-1863
Email: bguthrie@gulfcountry-fl.gov

2011 AUG 17 AM 9:42



**GULF COUNTY
E9-1-1 DEPARTMENT**

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

INTEROFFICE MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE
DATE: AUGUST 16, 2011
SUBJECT: MICRODATA MAPPING SOFTWARE MAINTENANCE

Attached is our invoice for annual maintenance for our mapping software vendor. I am asking Board approval to move forward and continue with this contract for maintenance and upgrades. This will be paid for out of E911 fees.

Cc: Don Butler
Lynn Lanier

BCC APPROVED
DATE _____ D.C. _____



microDATA GIS, Inc.
 1016 US Route 5
 St. Johnsbury, VT 05819
 802-748-5503

Please send
 payment to:

Invoice

Date	Invoice #
6/30/2011	13523

Bill To
Gulf County 9-1-1 1000 Cecil G. Costin Sr. Blvd, Building 500 Port St Joe FL 32456

Ship To

P.O. No.	Terms	Due Date	Project	
	Net 45	8/31/2011	Annual Maintenance	
Quantity	Description		Price Each	Amount
	Annual Maintenance 9/1/2011 - 8/31/2012			
	Bronze Support with Future Proof			
1	e9collector		869.00	869.00
1	ALI-Auditor		990.00	990.00
1	x9GIS		3,000.00	3,000.00
1	xStore Primary		999.80	999.80
3	xTrakker		890.00	2,670.00
1	xAdmin Application		1,190.00	1,190.00
1	xStore Secondary		590.00	590.00

Thank you for your business.

Total	\$10,308.80
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**RESOLUTION
2011-16**

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the Tourist Development Fund for fiscal year 2010-2011 and

WHEREAS, said revenue is needed to help pay certain expenditures incurred in fiscal year 2010-2011,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The 2010-2011 fiscal year budget be amended as follows:

Tourist Development Fund

	Original Budget	Increase	Decrease	Amended Budget
<i>Beach Renourishment:</i>				
28039-31000 Contractual Srvs	131,000.00	28,617.00	-	159,617.00
<i>Tourist Development:</i>				
27452-49201 BP3 Adv-TV	0.00	200,000.00	-	200,000.00
27452-49202 BP3 Adv-Print	0.00	63,334.00	-	63,334.00
27452-49203 BP3 Adv-Interactive	0.00	70,000.00	-	70,000.00
27452-49204 BP3 Adv-Outdoor	0.00	33,333.00	-	33,333.00
27452-49205 BP3 Adv-Radio	0.00	23,333.00	-	23,333.00
27452-49300 BP3 Media Tours	0.00	26,667.00	-	26,667.00
27452-49301 BP3 Public Rel Spt	0.00	33,333.00	-	33,333.00
27452-48000 BP3 Events-Area Su	0.00	223,333.00	-	223,333.00
27452-48001 BP3 High Impact Ev	0.00	100,000.00	-	100,000.00
<i>Revenue:</i>				
600334-39001 Other Phy Env Grnts	0.00	28,617.00	-	28,617.00
60069-90000 BP3 Misc Rev	0.00	773,333.00	-	773,333.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners this the 23rd day of August, 2011.

Warren Yeager, Chairman

ATTEST:

Rebecca L. Norris, Clerk

GULF COUNTY, FLORIDA FLOODPLAIN MANAGEMENT PLAN (REPETITIVE LOSS PLAN)

1.) INTRODUCTION

Gulf County was identified by the Federal Emergency Management Agency (FEMA) as having a repetitive flooding problem. The county had fourteen (14) repetitive loss properties (RLP) that are located along the Gulf Coast, Indian Lagoon and riverine areas. A repetitive loss property is one for which two (2) or more claims of one thousand dollars (\$1,000.00) or more have been paid by the National Flood Insurance Program (NFIP) within any given 10 year period since 1978.

In December of 1992, the Gulf County Board of County Commissioners decided to submit an application to the Community Rating System (CRS). A condition of participation for the County is that a Repetitive Loss Plan be prepared that addresses the identified repetitive loss areas. The Gulf County Planning/Building Director was given charge of the County's Flood plain Management by the Board of County Commissioners and was placed as the County's Community Rating System Coordinator. The Director gathered information on the fourteen (14) repetitive loss structures and developed critical information for each of the repetitive losses. Since the initial CRS application, the County has experience several flood events that have impact additional properties beyond the initial fourteen (14) RLP's.

2.) BACKGROUND

Gulf County, Florida is a predominately rural county with an initial population of 14,000 that has officially increased to 16,500 (plus or minus). The population increase is attributed to the approximately 3,300 inmates housed in the two State Correction facilities located in the County. Port St. Joe is *the* county seat and has the largest population of the two cities in Gulf County. Wewahitchka is the other city with a population of approximately 1,700, (about 50% the size of Port St. Joe).

The largest employer in Gulf County is the State Corrections System. Seventy-five percent (75%) of the county is classified as agriculture by the County's Comprehensive Growth Management Plan.

Three (3) major roadway arteries (State 22, State 71, and State 30/US 98) carries all traffic into and out of the county.

3.) HAZARD ASSESSMENT

Gulf County has approximately 3,064 structures in the floodplains of its rivers and coastal shorelines. Losses have been recorded as recently as the 1990, 1994, 1998 and 2005 Riverine Flooding and 1995, 2001, 2004 and 2005 Hurricane Coastal Flooding.

A. Source of Problem:

For the riverine portion of Gulf County, large amounts of rainfall to the north of Gulf County, in the northern Florida counties and the state of Georgia is collected in the

watershed that feeds the Apalachicola River. Within a matter of several days, local river levels can elevate from readings of 3 - 4 feet to elevations of nearly 30 feet. Structures in the riverine areas were placed for the proximity to the river for recreational purposes. Many are located very near the water's edge, but more importantly, many were built to low elevations, more than likely due to long periods of shallow flooding with disastrous flooding occurring many years apart. For the coastal area, houses are constructed near the water's edge and many were built to low elevations.

B. Flood Data:

FEMA has studied the riverine and coastal areas of Gulf County to a large degree, however some vulnerable areas are still classified as "Unnumbered A Zones" even though there have been several flood map (FIRM) revisions with the latest being 2009. These unstudied areas were identified as (100 year) Floodplains but no other data is available.

C. Recent Flood History:

Records indicate that major riverine flooding occurs on about 10 year intervals, however major flooding has occurred at four (4) year intervals starting in 1990. Approximately the same areas and structures were impacted during the '90, '94, '98 and 2006 flood events. The 2006 flooding was caused by TS Alberto that stall over the river system in Georgia and caused extreme flooding along the entire system. Also, records show that hurricane activity has occurred on the ten (10) year intervals. Hurricane Eloise caused minor damage in 1975 to coastal structures because of the lack of great numbers of structures. 1985 brought two (2) hurricanes and structural damage due to flooding was higher due to increased coastal building. Hurricane Opal was the greatest of the two (2) 1995 storms and widespread coastal flooding occurred. The County also received damage from Ivan (04), Dennis (05), and Gustav (08), which caused serious impacts to the just completed beach restoration project on Cape San Blas.

4.) PROBLEM ASSESSMENT

A. Buildings:

By the time that the County began participation in the National Flood Insurance Program (NFIP), hundreds of structures had been built in the riverine flood plains and many had been built in the coastal floodplain. Homeowners sought these areas as scenic and secluded, and elevated the structures high enough to accommodate typical flooding, but unfortunately did not elevate high enough to manage the recent high flooding. Although the county has 14 repetitive loss structures, the 1994 and 1998 river flooding each damaged 200+ structures.

B. Critical Facilities:

The majority of the repetitive loss areas do not have critical facilities as in water and wastewater treatment, but the losses along the coastal areas did lose the main waterline during the 1995 Hurricane event. Since 1995, other tropical events have impacted the

water main and the road bed of SR 30E at the Stump Hole which led to concerted effort to protect this area with a hardened berm at considerable expense.

C. Development Trends:

Many houses have been built along the coastline of Gulf County since 1980. If the past ten (10) years is evidence of what to expect in the future, Gulf County can expect to see the coastline highly developed continue to infill vacant land and lots. Trends along the riverine areas is developing at a slower pace, but is still popular.

The single most important tool in avoiding large future losses is the county's Floodplain Management Ordinance. Also, another restriction that is somewhat helpful is the Comprehensive Plan which does limit density to a degree but does not restrict development in the floodplain.

5.) PUBLIC INVOLVEMENT

A. Committee on Hazard Mitigation:

Gulf County Board of County Commissioners appointed a committee in 1994 that would meet jointly with Committee members from the city of Wewahitchka to try to determine how (if possible) that residents of the floodplain could be placed in a safer environment. This committee met on more than one occasion after the County publically notified those with flood damage that possible assistance could be obtained. The committee discussed the floodplain problem and listened to several persons that received damage (both to residences and businesses).

B. Committee Decisions:

The appointed committee recommended to the Board of County Commissioners that if grant funds could be acquired that residents k allowed to apply for assistance to have their structures elevated, relocated or removed from the flood plain. The Commission agreed and did receive a grant from the State, but only for removal. Currently, the county is moving through the acquisition process and is slated to remove thirteen (13) houses from the floodplain and returning the home sites to open space. Since the initial decisions of this committee, their duties have been assumed by the Local Mitigation Strategy (LMS) program.

6.) COORDINATION

After the 1994 severe flooding, the County put in place a Mapping Committee that included county staff and engineers to look at overall County needs in mapping. The committee determined a need to study the West Ann Creek area since the area had not been previously studied by FEMA and since a structure was totaled by flooding, although it was located in an unnumbered "A" zone on the Firm Panel. Also, the committee decided to study the Wetappo Creek Basin since it was common knowledge that the Wetappo Creek would flood the banks with water depths that exceeded the flood level requirements (Height) that is mandated in unnumbered "A" zones. The "A" zones are allowed to have structures placed with the floor a minimum of 24" above natural grade, and the Wetappo was known to flood to depths of four

(4) feet and more over land that was typically dry. The County is still actively pursuing ways to finalize the flood zoning of these and several other areas.

7.) GOALS

The following goals were developed to guide the Flood Plain Management Plan. The goals were reached by the Gulf County Planning/Building Department after Planning/Building Director conferred with the Emergency Management Department and Road Department along with the County Building Official. Current staffing has continued to pursue these goals through the LMS.

- 1.) Properly enforce safeguards for future development in the repetitive loss areas
- 2.) Maintain the current warning methods as necessary to alert residents. (On short notice, this may be Public Announcement systems and with anything more than a limited amount of time Public Service Announcements will be issued).

8.) REVIEW OF POSSIBLE ACTIVITIES

The County Planning/Building Director reviewed a number of floodplain management activities and determined primary categories.

A. Preventive:

Land use planning, open space floodplain regulations, drainage system maintenance and stormwater management.

The more feasible preventive measures are:

- i. Properly regulate future development in the floodplains to lessen damage of flooding.
- ii. Seek avenues of funding to facilitate the elevation of existing, pre-firm houses.

B. Property Protection:

These are activities that are undertaken on a building by building basis. (Activities previewed as follows)

- i. Relocation and Acquisition:

This activity has been utilized and works to a degree. Experience is that a lot of homeowners determine not to participate since the process is not a quick one and since most are located in the flood plain by choice.

- ii. Building Elevation:

This activity is favored by many and is less expensive than relocation or

acquisition thereby allowing a program to touch more persons since funding is always an object to contend with.

iii. Insurance:

In spite of being a repetitive loss area, many residents may not know that they can participate in the NFIP. Notice can be made to all residents that program participation is a good way to protect oneself.

C. Natural Resource Protection:

Activities that preserve and protect natural functions of the floodplains were organized.

i. Wetlands:

Wetlands are identified in areas of repetitive losses. Current regulations should be enforced to guarantee the protection of those wetlands.

ii. Water Quality:

The County has contributed nothing to degrade the water quality of the repetitive loss areas.

D. Emergency Management:

Measures taken prior to and during a flood to minimize its impact were discussed during a Hazard Mitigation Strategy meeting. A better river gauge system was discussed and subsequently, additional gauges are sought by the County. Continued advancement in technology has greatly enhance the ability of Emergency Management to manage both warning and recovery phases of a flood event.

E. Structural Projects:

Consultation with the County engineers have resulted in ideas on coastal repetitive loss area protection measures. Any protection measure taken is subject to approval of State and/or Federal agencies.

i. Berm Construction:

Experience is that the berms can help to a degree. Such activity would be accomplished along the line of dune building.

ii. Wave Breaks:

Historically, various types of wave refractories and breaks have worked and have also worked in a negative sense. This would require a degree of engineering.

F. Public Information:

The county maintains information outreach through the Emergency Management, Planning, and Building Departments. The departments use printed materials and the web to reach the public concerning flood insurance, flood hazards, property protection and etc. When it comes to hazard warning, the departments will use all available means to reach and advise the public on what protective actions to take.

- i. The County Building Department continually provides advice on how to retrofit homes and to otherwise protect them from flooding problems.

9.) ACTION PLAN:

Based on the review of the six (6) categories, it is recommended that the County implement the following flood plain management activities.

A. Base Flood Elevation:

The county should amend its Floodplain Regulations Ordinance by placing a base flood elevation in all unnumbered "A" flood zone areas. This should be done after those areas are reviewed and a recommended Base Flood Elevation is determined. The county is continuing to pursue eliminating unnumbered A Zones with established elevations.

B. Flood Mapping:

The County Flood Mapping Project should be completed. The 1998 flooding produced losses in an area that previously had not been flooded. The Stonemill Creek Basin needs to be studied and Base Flood Elevations need to be determined also, for a long range plan, the County should request FEMA to "Detail Study" additional areas of the county. The County still has concerns on certain areas that failed to be address in recent map revisions.

C. Flood Protection Assistance:

The County Planning and Building Departments should develop a library of technical advice and information on various retrofitting techniques and other flood protection information. Coordinated meetings have been and should continue to exist to discuss individual flood problems. If possible, the County Building staff should attend a Retrofitting course sponsored by FEMA.

D. Flood Protection Materials:

In addition to the technical advice and retrofitting technique information acquired to set up a library, additional copies of FEMA's book "Repairing Your Flooded Home" should be acquired to handout to the repetitive loss persons. In the absence of printed materials, web links to the book will be listed on the Planning Departments web page.

E. Flood Warning and Preparedness:

Installation of the necessary number of river gauges to render a true reading at our riverine communities should be sought. With the acquisition of a "reverse 911 system", flood warning notifications can be targeted to the public as prudent and necessary.

10.) FLOODPLAIN MANAGEMENT MAINTENANCE:

This Floodplain Management Plan will be maintained by the county Planning Director or his or her designee. Responsibility will be for overall implementation of the plan and for presenting the annual Progress Report to the Board of County Commissioners every September. The update will provide an overview of the past year and the progress made over the previous twelve (12) months toward implementing the action items listed in Section 9.

The County staff will advise the Board of County Commissioners on suggested mitigation efforts and changes/updates to NFIP regulations.

ADOPTED THIS 13th DAY OF SEPTEMBER, 2011.

ATTESTED:

GULF COUNTY BOARD OF COUNTY COMISSIONERS

Rebecca L. Norris, Clerk

Warren J. Yeager, Jr., Chairman

State Housing Initiatives Partnership (SHIP)
1000 Cecil G. Costin Sr. Blvd.
Port St Joe, FL 32456

Dear State Housing Initiatives Partnership (SHIP),

I am writing to ask for you to consider eliminating and forgiving the funds your program lent to me in 2005 to purchase my home. Due to the economic conditions, it makes it difficult for me to sell my home for what I still owe on it. I am in the middle of a life changing event, and desperately need to sell my house. I truly appreciate your program which made it possible for me to purchase my home. I would be forever grateful if you could please forgive this debt.

Thank you,



Jolynne Parker Price
1012 Ave A
Port St Joe Fl 32456

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 AUG 16 AM 11:06

BCC APPROVED
DATE _____ D.C. _____

CONSENT
DATE: 8/23/11 **84** CC

Public Notice

A Public Hearing will be held at the Board of County Commissioners (BOCC) meeting on Tuesday, August 23 at 6:00 p.m. EST. The public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building 1000 Cecil G. Costin Sr. Blvd. Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

AN ORDINANCE AMENDING THE GULF COUNTY COMPREHENSIVE PLAN PER THE REQUIREMENTS OF FLORIDA STATUE 163 BY AMENDING THE ELEMENTS OF THE GULF COUNTY COMPREHENSIVE PLAN THROUGH TEXT ADDITIONS, REMOVALS AND REVISIONS TO THE GOALS, OBJECTIVES AND POLICIES OF THE RESPECTIVE ELEMENTS; ADDING AN ECONOMIC DEVELOPMENT ELEMENT; PROVIDING FINDINGS FOR ADOPTION; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public is encouraged to attend and be heard on this matter. The ordinance and contents are on file with the Clerk of Court and at the Planning Department, Room 312 in the Robert M. Moore Administration Building 1000 Cecil G. Costin, Sr. Blvd. Port St. Joe, FL.

Ad #2011-60

Date: August 11 & August 18, 2011

Invoice: Gulf County Planning Department

- Size: Headline no smaller than 18 point**
- Must be at least 2 columns wide by 10 inches long**
- Must not appear in the newspaper portions where legal notices and classified advertisements appear**
- Proof advertisement is required**

PUBLIC NOTICE

A Public Hearing will be held at the Planning and Development Review Board (PDRB) meeting on Monday, August 15, 2011 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, August 23, 2011 at 6:00 p.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

1. Variance Application - by Eugene Behage - for Parcel ID # 06316-006R - Located in Section 23, Township 9 South, Range 11 West, Gulf County, Florida - Encroachment into side setback next to Salinas Park.
2. Development Application - by Port St. Joe FLA LLC - For Parcels ID #'s 06252-010R, 06252 - 000R, 06257-000R, 06257-200R - Located in Sections 25 & 36, Township 8 South, Range 11 West, Gulf County, Florida - Construct a Marina and RV Park.
3. Open Discussion
4. Staff

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning and Building Department at 1000 Cecil G. Costin Sr. Blvd., Room 312.

Ad #2011-59

Date: August 4, 2011 and August 11, 2011

Invoice: Gulf County Planning Department

Size: Headline no smaller than 18 point

Must be at least 2 columns wide by 10 inches long

Must not appear in the newspaper portions where legal notices and classified advertisements appear

Proof of Publication required