

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>OCTOBER 22, 2013</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-143
3. Katrina Saunders - Wewahitchka Medical Center Update		
4. Jeffrey Winter – CDBG Housing Program		
5. Preble-Rish, Inc. Proposal (Stumphole Revetment Phase IV)		144
6. Public Hearing – Ordinance (Public Participation at Board Meetings)		145
7. Public Hearing – P.D.R.B. (October 15, 2013 Recommendations)		146-147
8. County Bid Policy Review		
9. County Staff Business		
10. Board Business		
11. Public Discussion		

F.S. 286.0105:

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

CONSENT AGENDA
October 22, 2013

- | | | |
|----|---|--------|
| 1. | Minutes – August 13, 2013 – Regular Meeting | 1-9 |
| 2. | Approval of Checks and warrants for September, 2013 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S. | 10-14 |
| 3. | Agreement – Agency for Health Care Administration (Low Income Pool * \$417,604.00). | 15-19 |
| | Agreement – Florida Rural Broadband Alliance - Amendment #1 (Wireless Communication Equipment Facilities - Gulf County Administration Tower * Gulf County Courthouse Tower * Gulf County Water Tower) | 20-33 |
| 4. | Budget Amendment #10 – General Fund (Amend the FY 2012-2013 budget for the General Fund by reducing Board of County Commissioners Budget and increasing the County Extension Budget by \$3,600.00 to cover additional remodeling expenses) | 34 |
| | Budget Amendment #11 – General Fund (Amend the FY 2012-2013 budget for the General Fund by reducing PSJ Downtown Redevelopment Agency Budget and increasing the Insurance Department Budget by \$10,000.00 to pay the insurance deductible resulting from the James Garth case) | 35 |
| 5. | Grant Acceptance – Emergency Food & Shelter Funding Phase 31 (\$4,877.00) | 36 |
| | Grant Acceptance – State Homeland Security (\$14,200.00) | 37-80 |
| 6. | Grant Agreement – FL Department of Environmental Protection (St. Joseph Peninsula Beach Restoration Project) | 81-116 |
| 7. | Inventory – Clerk (Transfer item #10-365; Asset #3058; HP Design Jet 815 MFP Plat Machine; S/N DK39F1101N; Model #Q1278A from the Clerk to the Planning Department for parts) | 117 |

	- Tax Collector (Remove asset #40-8 black shelf * asset #40-7 cabinet * asset #40-18 black drawer * asset #190-8 grey filing cabinet * asset #40-3 green desk * asset #90-56A green chair * asset #L6A brown chair * asset #150-5C dark green chair)	118-119
8.	Invoices – MRD Associates, Inc. – St. Joseph Peninsula Post-Construction Shorebird Monitoring Services (Invoice #1637 * \$2,900.00 * to be paid from Account #28039-31000)	120
	- UniFirst Corporation (Old Courthouse * Invoice #2710054502 * \$22.11 * Public Works * Invoice #2710054998 * \$11.25 * Invoice #2710054999 * \$55.27 * Invoice #2710055488 * \$55.27 * Invoice #2710055000 * \$63.14 * Invoice #2710055489 * \$63.14 * Courthouse * Invoice #2710055002 * \$72.25 * Maintenance * Invoice #2710055001 * \$42.03 * Invoice #2710055490 * \$42.03)	121-135
9.	Policy for Administrator Oversight & Direction	136-137
10.	Tax Collector - 2013 Tax Roll Extension	138
11.	T.D.C. – 2013-2014 Marketing Funds Allocation	139-141
	T.D.C. – Amendment to Sponsorship & Special Funding Reimbursement	142
12.	Travel – 2014 National Hurricane Conference (April 14-17, 2014 * Orlando, FL)	143

AUGUST 13, 2013
PORT ST. JOE, FLORIDA
REGULAR MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, Central Service Director Denise Manuel, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, G.I.S. Coordinator Scott Warner, Maintenance Supervisor Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish/County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Assistant Public Works Director Jake Lewis, Sheriff Mike Harrison, Tax Collector Shirley Jenkins, and T.D.C. Executive Director Jennifer Jenkins.

Sheriff Harrison called the meeting to order at 9:00 a.m., E.T.

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

CONSENT AGENDA

Upon motion by Commissioner McLemore, second by Commissioner McDaniel, and unanimous vote, the Board approved the Consent Agenda, as follows:

1. Approval of Checks and warrants for July, 2013 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Agreement – Public Risk Management of Florida Health Trust
3. Invoices - The Ferguson Group, LLC – Federal Lobbying Services (Invoice #0613566 * \$44.78 * to be paid from Account #21111-31200)
 - UniFirst Corporation (Old Courthouse * Invoice #2710047373 * \$19.06 * Invoice #2710048754 * \$19.06 * Invoice #2710049212 * \$19.06 * Invoice #2710049669 * \$19.06 * Public Works * Invoice #27100-49213 * \$10.00 * Invoice #2710049670 * \$10.00 * Invoice #27100-50135 * \$57.92 * Invoice #2710050590 * \$57.92 * Invoice

#2710050136 * \$51.12 * Invoice #2710050591 * \$51.12 *
 Maintenance * Invoice #2710050137 * \$39.12 * Invoice
 #2710050592 * \$39.12 * Courthouse * Invoice #2710049217 *
 \$68.50 * Invoice #2710049674 * \$68.50)

4. Nomination – G.I.S. Director Scott Warner (President of Florida URISA)
5. S.H.I.P. – Policy Amendment

(End)

RE-DISTRICTING

After discussion by Deputy Administrator Lanier, County Attorney Novak introduced Michael Spellman of Sniffen & Spellman Law Firm who will discuss re-districting. Mr. Spellman appeared before the Board to give an update on the U.S. Supreme Court decision entitled Shelby County, Alabama; stating the Shelby County Case has several part and the important discussion for today are under Sections 2, 4, and 5. He discussed Section 2, which Gulf County is presently under a Consent Decree dealing with discrimination in voting powers or practices. Mr. Spellman reported that this is a case by case analysis that requires certain evidence be taken; noting it is very specific. He reported that in 1986, Section 2 Litigation was entered into by the County; stating the Shelby County Case that went before the U.S. Supreme Court had nothing to do with Section 2 and has no effect on Gulf County. Mr. Spellman discussed Sections 4 and 5. After discussion, Commissioner Bryan motioned to allow Sniffen & Spellman Law Firm to pursue the study. Commissioner Yeager seconded the motion, and it passed 3 to 2, with Commissioner McLemore and Chairman Smiley voting no. County Attorney Novak requested that Sniffen & Spellman Law Firm submit an Engagement Letter with a Scope of Services and estimated cost to the Board.

BEACH RENOURISHMENT – MRD ASSOCIATES, INC.

Michael Dombrowski of MRD Associates, Inc. appeared before the Board to give a power point presentation regarding the Beach Renourishment Project at St. Joseph Peninsula. Commissioner Yeager discussed his concerns regarding the contributing factors and F.E.M.A. fund issues. He recommended the Beach Advisory Committee be put back in place, and to proceed with the application to start the study. Mr. Dombrowski reported that a proposed resolution will be presented at the next meeting for Board approval that would need to be included with the funding application to D.E.P. Commissioner McDaniel discussed his concerns regarding the Beach Renourishment Project.

ADVERTISE FOR BIDS – VISIT GULF WEBSITE/JULY MONTHLY T.D.C. REPORT

T.D.C. Executive Director Jenkins appeared before the Board to present the July, 2013 Monthly Report. She requested Board approval to advertise for sealed R.F.P.s for a Visit Gulf Website. Upon motion by Commissioner Yeager, second by Commissioner McDaniel, and unanimous vote, the Board approved this request.

ANNUAL INSPECTION – GULF COUNTY E.M.S.

Gulf County E.M.S. Director Whitfield appeared before the Board to discuss the Annual E.M.S. Inspection by the Florida Department of Health and congratulated staff for an excellent inspection. He then presented the Board with a copy of the inspection report for their review.

INSURANCE – OPEN ENROLLMENT

Deputy Administrator Lowry appeared before the Board to report that open enrollment regarding health insurance starts tomorrow and encouraged employees to attend the educational meetings scheduled for 11:00 a.m., 1:30 p.m., and 5:30 p.m. E.T. in the E.O.C. Building. He stated that open enrollment will be held in the BOCC Board Room.

PURCHASE REQUEST – PUBLIC WORKS VAN

Public Works Director Danford appeared before the Board to discuss the need for a vehicle to go on the beach. He reported that the bid was advertised, but no bids were received. Public Works Director Danford reported that they found a 2000 Chevy Express 3500, in the amount of \$12,988.00 with 79,000 miles; noting it is a 4x4, 15 passenger van. He requested permission from the Board to purchase the van. Upon motion by Commissioner McLemore, second by Commissioner Bryan, and unanimous vote, the Board approved this request.

HIGHLAND VIEW FIRE DEPARTMENT – MSA SCUBA MASK

On behalf of Fire Coordinator Brad Price, Planner Richardson requested approval of five MSASCBA units for Highland View Fire Department, to Sunbelt Fire, Inc., (sole source). Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously.

FLOOD PLAIN

Planner Richardson stated that there is a Progress Report in the Information Packet for Board review and he will be asking for approval at the next meeting.

RESOLUTION – GULF COUNTY TRANSPORTATION

County Attorney Novak discussed a joint participation agreement (J.P.A.) from F.D.O.T. which was previously approved that authorizes them to secure a \$5,000.00 grant for equipment at the Gulf County A.R.C. Transportation; stating that A.R.C. is requesting authority to pursue an additional \$30,000.00 from the F.D.O.T. for surveillance cameras at Gulf County A.R.C. County Attorney Novak read the proposed resolution by title. Commissioner Yeager motioned to approve the proposed resolution. Commissioner McLemore seconded the motion, and it passed unanimously, as follows:

RESOLUTION NO. 2013-14

**A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS
AUTHORIZING THE SIGNING AND SUBMISSION OF A GRANT APPLICATION AND
SUPPORTING DOCUMENTS AND ASSURANCES TO THE FLORIDA DEPARTMENT**

OF TRANSPORTATION, AND THE ACCEPTANCE OF A GRANT AWARD FROM THE DEPARTMENT.

WHEREAS, Gulf County Board of County Commissioners has the authority to apply for and accept grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE Gulf County Board of County Commissioners, Port St. Joe, Florida:

1. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
2. Gulf County Board of County Commissioners is authorized to sign the application and accept a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS 13th day of August, 2013.

(End)

WORKSHOP – PUBLIC HEALTH SERVICES

County Attorney Novak gave an update on the recent public health workshop held at the Honeyville Community Center with the Gulf County Health Department, Sacred Heart Hospital, and the Wewahitchka Medical Center, and thanked everyone for attending.

CONTRACT – E.M.S. TRANSPORT

County Attorney Novak discussed the current E.M.S. Transport Contract, stating that Sacred Heart Health System is requesting that County Attorney Novak and E.M.S. Director Whitfield meet with them to discuss the proposed contract.

FLAG SYSTEM – CAPE SAN BLAS AREA

County Attorney Novak reported that the South Gulf Fire Department attended the T.D.C. meeting last week and requested permission from the Board to implement a Flag System conformed with N.O.A.A. (flying the flags on a daily basis, place them on their trucks, and at the two stations in South Gulf). Upon motion by Commissioner Yeager, second by Commissioner McDaniel, and unanimous vote, the Board approved this request.

INTERLOCAL AGREEMENT – COUNTY/CITY OF PORT ST. JOE

County Attorney Novak reported that he is working with City Attorney Tom Gibson regarding the Interlocal Agreement, and will present an amended interlocal agreement to the Board for review.

COUNTY LITIGATION

County Attorney Novak reported that signed stipulations for dismissal have been submitted to the Federal Court and the lawsuit has been dismissed (Jim Garth vs Gulf County).

VOLUNTEER GUILD – SACRED HEART HOSPITAL

County Attorney Novak discussed a fundraiser for cancer awareness and early screening by Sacred Heart Hospital Volunteer Guild. Commissioner Yeager stated that County Attorney Novak will be running in the New York City Marathon for this fundraiser and thanked him for his participation within the community.

ANNUAL INSPECTION – GULF COUNTY E.M.S.

Chief Administrator Butler discussed the annual inspection which was administered at the Gulf County E.M.S., stating that this inspection was random and there were no deficiencies.

COMMUNITY RATING SYSTEM (C.R.S.)

Chief Administrator Butler discussed the C.R.S. and the possibility that it is to a point where it will start to pay off. Commissioner Yeager discussed his concerns regarding this program.

DEBRIS REMOVAL – CITY OF WEWAHITCHKA

Chief Administrator Butler reported that the City of Wewahitchka is requesting assistance with removal of an old building and removal of the concrete which is located next to Lake Alice Park; stating the County can retain the concrete for rip-rap. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

UTILITY BILLS – WEWAHITCHKA COURTHOUSE

Upon discussion by Chief Administrator Butler, Commissioner Yeager motioned to submit a letter to North Florida Child Development informing them, effective October 1, 2013, the County will no longer pay the utility bills for the Old Gulf County Courthouse located in Wewahitchka, and for County Attorney Novak to work with North Florida Child Development on an agreement regarding the maintenance of the building and the elevator. Commissioner McLemore seconded the motion for discussion. After discussion, the motion then passed unanimously.

SIGN ORDINANCE – BEACON HILL

Commissioner Bryan discussed a letter from Bay Medical stating the equipment at the building when the lease terminated reverted to Bill Williams, III/Integras. She discussed the foreclosure and the Board's vote regarding the removal of the sign. Commissioner Bryan recommended the sign be removed and allow the County to hold the sign for thirty (30) days to allow Bill Williams, III to pick up the sign. Commissioner Bryan motioned to allow the equipment to be held for thirty (30) days until Mr. Bill Williams, III can pick it up. The motion failed for a lack of second. Commissioner Bryan discussed a previous motion by the Board to remove the sign and discussed the Sign Ordinance.

Upon inquiry by Chairman Smiley, County Attorney Novak reported that at the July 29th Special Meeting, a motion was made by the Board to confirm ownership of the personal property (sign), allowing Mr. Bill Williams, III ten (10) days to provide the County with documentation establishing ownership. He discussed contacting Sacred Heart Hospital (formerly Bay Medical Center) who provided a letter stating the sign is not theirs; that the sign reverted back to Mr. Bill Williams, III. County Attorney Novak reported that on August 12th Mr. Bill Williams, III submitted an Assignment and Bill of Sale for personal property (sign) related to the ownership of real property, stating that the sign does belong to Mr. Williams. Commissioner Bryan discussed her concerns regarding the sign illegally placed in the Right-of-Way. Upon inquiry by Commissioner Bryan, County Attorney Novak stated a new Sign Ordinance was adopted approximately fourteen (14) months ago. Commissioner Bryan requested that Deputy Administrator Lanier remove the old ordinance that is posted on the County website. After discussion, Commissioner McLemore discussed allowing Bill Williams, III sixty (60) days to bring the sign in compliance or remove it. After discussion by Commissioner Bryan, County Attorney Novak reported there are signs within the County that are noncompliant, but under the new Sign Ordinance they are grandfathered in as long as they stay in compliance. After further discussion by County Attorney Novak and Commissioner Bryan, Commissioner McLemore motioned to clear the Right-of-Way up to where it should be according to the ordinance and to allow Bill Williams, III sixty (60) days to get into compliance or the County will remove it. (No second followed) After discussion by Commissioner McDaniell, Sharon Winchester of Lighthouse Drive appeared before the Board to discuss her concerns regarding the blighted sign. After discussion by Commissioner Bryan, Bill Williams, III appeared before the Board to discuss the previous motion made by the Board that would allow him to work with staff and T.D.C. to give the Board options, and his intent regarding the sign. After discussion, He requested the Board allow him sixty (60) days to come into compliance with the Sign Ordinance. Commissioner McLemore motioned to establish land issue and extend the Land Agreement. Commissioner Yeager seconded the motion for discussion. After further discussion, the motion then passed 4 to 1, with Commissioner Bryan voting no. Commissioner McLemore motioned to allow Bill Williams, III seventy (70) days to bring the sign into compliance. Commissioner Yeager seconded the motion for discussion. After discussion, the motion then passed 4 to 1, with Commissioner Bryan voting no.

BEACON HILL LOT – S.H.I.P. LOAN

Upon inquiry by Commissioner Bryan, Bill Williams, III reported that these lots located in Beacon Hill were primary designed in the original phase development as retirement homes with connecting lots. He stated that the individual that Commissioner Bryan is speaking of is in trading to the different lot scenarios when he purchased that lot. Mr. Williams also stated that this matter is not an issue for this Board; that it is a private matter. Commissioner Bryan discussed her concerns regarding the purchase of said lot and the S.H.I.P. monies used regarding this lot, which is now in foreclosure.

INSPECTIONS – COUNTY JAIL

Commissioner Bryan discussed calls received regarding no inspections being performed at the Gulf County Jail. She stated she will be calling for an inspection of the County Jail through the Florida Sheriff's Association, which inspects all the jails within the State. Commissioner Bryan reported there is no cost for this inspection. County Jail Administrator Hammond reported that we are not required by law to have an inspection, nor is it law today to have an inspection since Department of Corrections stopped doing inspections in 1991. He also reported that an inspection was performed two (2) years ago, at the request of F.A.C. and the Florida Sheriff's Association. He discussed his concerns regarding Commissioners that may have a question about jail matters to contact the County Jail Administrator or the County Jail Warden. After discussion by County Jail Administrator Hammond, Commissioner Yeager discussed his concerns regarding the County Jail and the current County Jail Administrator. Commissioner Bryan stated that she did not contact F.D.L.E., but was contacted by people within the community regarding the jail inspection. After discussion by Commissioner Yeager, Commissioner Bryan reported that she intends to have the County Jail inspected. County Jail Administrator Hammond reported that there are certain things which cannot be met at the County Jail; stating this is with all small county jails, and if the Board instructs him to have it inspected, he will have the jail inspected. After discussion, County Jail Administrator Hammond recommended that the County Jail not be inspected. Commissioner Bryan discussed her concerns regarding the liability for the people of Gulf County. After discussion, County Attorney Novak stated that he will be glad to report back to the Board regarding the Florida Statute requirements for inspections. He discussed in terms of liability, there is liability in everything that the County does and performs. Upon inquiry by Commissioner Bryan, County Jail Administrator Hammond stated that he will have the County Jail inspected when the Board or Chief Administrator Butler directs him to do so. Commissioner Bryan stated that she is going to call for an inspection of the County Jail. Discussion followed by the Board.

ROAD PAVING

Upon inquiry by Commissioner McLemore, Commissioner Bryan discussed an email sent to Chief Administrator Butler late Sunday requesting information regarding paving of roads. She discussed her concerns regarding submitting requests. After discussion, Chief Administrator Butler discussed his reply to Commissioner Bryan's email. He discussed the Road Bond Projects.

APPOINTEE – TOURIST DEVELOPMENT COUNCIL

Commissioner Yeager discussed his concerns regarding serving on the T.D.C. Board for nearly two years; stating that the Chairman of the BOCC normally serves on this board. He reported that he will serve on the T.D.C. Board for six more months and requested that when Vice Chairman McDaniel takes the role of Chairman that he be appointed to the T.D.C. Board. The Board had no objections.

APPRECIATION – COUNTY DEPARTMENTS

Commissioner McDaniel thanked the Public Works Department, Mosquito Control Department, and County Staff for their hard work during the recent heavy rains.

Chairman Smiley called for public comment.

AMERICUS AVENUE DITCH

Bill Koran, of St. Joe Beach appeared before the Board to inquire about the million dollar ditch (Americus Avenue Ditch). Commissioner Bryan reported that she is working on the questions that were presented to the Board at the last meeting, but does not have any answers to provide Mr. Koran at this time.

PUBLIC RECORDS REQUEST

Chief Administrator Butler reported that the questions that Bill Koran entered into the record at the last Board meeting is a public records request; stating the point of contact for this type of information is Deputy Clerk Summers in the Clerk's Office. He discussed the public records request procedure. After discussion by members of the Board, Chief Administrator Butler discussed his concerns regarding the public records request policy.

SHERIFF'S OFFICE

James Raker, of White City appeared before the Board to thank Sheriff Harrison for his professionalism. He reported that on June 29, 2013 Deputy Starnes came out to his home and on July 8, 2013 Lieutenant Wood and Deputy Herring came to his home. Mr. Raker then inquired if Sheriff Harrison was aware of this. Sheriff Harrison stated that he was not aware and would have to review the reports.

LAWSUIT

Christy McElroy, of Port St. Joe appeared before the Board to report that she is being sued by the P.A.C. Group (Jim Garth) in Federal Court, and that three County Commissioners (Bill Williams, Warren Yeager, and Carmen McLemore) are also being sued in the same complaint. She reported that the P.A.C. Group now wants to dismiss the complaint against the three Commissioners and herself after four months. After discussion, Mrs. McElroy reported that she will be submitting a public records request for the cost for the three Commissioners and attorney fees regarding this lawsuit. She then presented the statement letter to the Board for the record.

PUBLIC RECORDS REQUEST – AMERICUS AVENUE DITCH

Clerk Norris stated the Clerk's Office did not consider Mr. Bill Koran's request as a public records request when submitted to the Board at a previous meeting regarding the million dollar ditch, but would be glad to fulfill it if Mr. Koran wants to come into the Clerk's Office to make this request.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Yeager, and unanimous vote, the meeting did then adjourn at 11:21 a.m., E.T.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**



PG 1
apchkrn

10/15/2013 14:55 GULF COUNTY BCC
838dlyle AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00100 10110

FOR: Uncleared

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

99720	09/04/2013	PRINTED	003433 SHIRLEY JENKINS	92.60			
99728	09/12/2013	PRINTED	004290 UNITED WAY OF NORTHWEST F	52.00			
99747	09/13/2013	PRINTED	000336 KENDALL MURPHY	1,350.00			
99753	09/13/2013	PRINTED	000666 BAY COUNTY BOARD COUNTY	3,507.08			
99760	09/13/2013	PRINTED	001141 CULLIGAN	7.95			
99761	09/13/2013	PRINTED	001141 CULLIGAN	28.50			
99762	09/13/2013	PRINTED	001141 CULLIGAN	16.50			
99763	09/13/2013	PRINTED	001141 CULLIGAN	50.95			
99765	09/13/2013	PRINTED	001318 MIZE PLUMBING, GLASS AND	11.99			
99769	09/13/2013	PRINTED	001731 HAROLDS AUTO PARTS	187.52			
99811	09/13/2013	PRINTED	005149 KIDS WIN FOUNDATION	681.26			
99853	09/13/2013	PRINTED	006286 NCSPLUS, INC.	11,700.00			
99866	09/26/2013	PRINTED	000421 INT. UNION OF OPER. ENG.	142.50			
99867	09/26/2013	PRINTED	004160 UNIFIRST CORPORATION	290.32			
99868	09/26/2013	PRINTED	004290 UNITED WAY OF NORTHWEST F	52.00			
99869	09/26/2013	PRINTED	004659 REBECCA L. NORRIS	4,178.81			
99870	09/26/2013	PRINTED	006093 LEGALSHIELD	57.80			
99871	09/27/2013	PRINTED	000101 ACTION FIRE & SAFETY	110.00			
99872	09/27/2013	PRINTED	000137 DAFFIN WHOLESAL	1,247.47			
99873	09/27/2013	PRINTED	000151 GCEC	1,708.05			
99874	09/27/2013	PRINTED	000153 GULF ARC, INC	131.25			
99875	09/27/2013	PRINTED	000181 CITY OF PORT ST JOE	1,604.70			
99877	09/27/2013	PRINTED	000183 QUILL CORPORATION	1,978.92			
99878	09/27/2013	PRINTED	000186 DAVID RICHES IGA WEWA	130.92			
99879	09/27/2013	PRINTED	000186 DAVID RICHES IGA WEWA	115.69			
99881	09/27/2013	PRINTED	000189 ST JOE AUTO PARTS	6.99			
99882	09/27/2013	PRINTED	000189 ST JOE AUTO PARTS	31.18			
99883	09/27/2013	PRINTED	000189 ST JOE AUTO PARTS	969.75			
99884	09/27/2013	PRINTED	000190 ST JOE HARDWARE	2.58			
99885	09/27/2013	PRINTED	000190 ST JOE HARDWARE	38.94			
99886	09/27/2013	PRINTED	000190 ST JOE HARDWARE	330.48			
99888	09/27/2013	PRINTED	000203 SOUTHERN CLEANING SUPPLY	1,621.77			
99889	09/27/2013	PRINTED	000222 CITY OF WEWAHTCHKA	90.00			
99890	09/27/2013	PRINTED	000312 THE WATER SPIGOT	2,225.53			
99891	09/27/2013	PRINTED	000495 THOMPSON TRACTOR CO.	662.10			
99892	09/27/2013	PRINTED	000561 KONE INC.	264.14			
99893	09/27/2013	PRINTED	000638 LIGHHOUSE UTILITIES	1,215.30			
99894	09/27/2013	PRINTED	000894 ST JOE RENT ALL INC.	2,146.90			
99895	09/27/2013	PRINTED	000928 PROFESSIONAL WINDOWS & GL	344.58			
99896	09/27/2013	PRINTED	001002 FISHERS BUILDING SUPPLY	130.00			
99897	09/27/2013	PRINTED	001119 PRIDE ENTERPRISES	2,791.90			
99898	09/27/2013	PRINTED	001123 SOUTH GULF COUNTY FIRE DE	21.50			
99899	09/27/2013	PRINTED	001141 CULLIGAN	149.25			
99900	09/27/2013	PRINTED	001141 CULLIGAN	10.00			
99901	09/27/2013	PRINTED	001141 CULLIGAN	19.95			
99902	09/27/2013	PRINTED	001141 CULLIGAN	1,530.04			
99903	09/27/2013	PRINTED	001162 TEK DISTRIBUTORS, INC.	33.28			
99904	09/27/2013	PRINTED	001318 MIZE PLUMBING, GLASS AND	400.00			
99905	09/27/2013	PRINTED	001401 WARREN J. YEAGER	2,570.34			
99906	09/27/2013	PRINTED	001643 BAYSIDE LUMBER & BUILDING	207.95			
99907	09/27/2013	PRINTED	001648 HARRIS BUSINESS MACHINES	1,033.42			
99908	09/27/2013	PRINTED	001731 HAROLDS AUTO PARTS				



10/15/2013 14:55 GULF COUNTY BCC
838dlyle AP CHECK RECONCILIATION REGISTER

FOR: Uncleared

FOR CASH ACCOUNT: 00100 10110

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

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
99909	09/27/2013	PRINTED	001731 HAROLDS AUTO PARTS	470.98			
99910	09/27/2013	PRINTED	001731 HAROLDS AUTO PARTS	3.16			
99911	09/27/2013	PRINTED	001811 BAY COUNTY SOLID WASTE	760.97			
99912	09/27/2013	PRINTED	001887 TIGER DIRECT	130.99			
99913	09/27/2013	PRINTED	001908 BAY LINCOLN-MERCURY-DODGE	196.14			
99914	09/27/2013	PRINTED	001920 MED-TECH RESOURCE, INC.	371.40			
99915	09/27/2013	PRINTED	002029 DUREN'S PIGGLY WIGGLY	84.35			
99916	09/27/2013	PRINTED	002029 DUREN'S PIGGLY WIGGLY	18.00			
99917	09/27/2013	PRINTED	002258 MARIANNA AUTO PARTS	664.57			
99918	09/27/2013	PRINTED	002638 G & C SUPPLY CO., INC.	201.62			
99919	09/27/2013	PRINTED	002652 FLORIDA SHORE & BEACH PRE	500.00			
99920	09/27/2013	PRINTED	002657 CHIEF/ LAW ENFORCEMENT SU	1,810.83			
99921	09/27/2013	PRINTED	002813 LOVELACE ELECTRONICS, INC	56.95			
99922	09/27/2013	PRINTED	002846 NAFECO	346.84			
99923	09/27/2013	PRINTED	002935 CHANNING L. BETE CO.	358.50			
99924	09/27/2013	PRINTED	003172 ST JOE TIMBERLAND	19.44			
99925	09/27/2013	PRINTED	003365 CARMEN L. MCLEMORE	400.00			
99926	09/27/2013	PRINTED	003433 SHIRLEY JENKINS	859.87			
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99928	09/27/2013	PRINTED	003433 SHIRLEY JENKINS	284.68			
99929	09/27/2013	PRINTED	003484 OFFICE DEPOT	185.95			
99930	09/27/2013	PRINTED	003490 QUEST DIAGNOSTICS	176.25			
99931	09/27/2013	PRINTED	003633 EMERGENCY MEDICAL SERVICE	1,575.00			
99932	09/27/2013	PRINTED	003825 MEXICO BEACH ARTIFICIAL R	500.00			
99933	09/27/2013	PRINTED	003992 ADVANCE AUTO PARTS	16.99			
99934	09/27/2013	PRINTED	004058 PITNEY BOWES PURCHASE POW	445.03			
99935	09/27/2013	PRINTED	004058 PITNEY BOWES PURCHASE POW	123.75			
99936	09/27/2013	PRINTED	004160 UNIFIRST CORPORATION	137.00			
99937	09/27/2013	PRINTED	004160 UNIFIRST CORPORATION	20.00			
99938	09/27/2013	PRINTED	004229 COAST2COAST PRINTING	209.65			
99939	09/27/2013	PRINTED	004249 STATE OF FLORIDA	912.30			
99940	09/27/2013	PRINTED	004326 D & J PAWN SHOP	96.17			
99941	09/27/2013	PRINTED	004380 GRAINGER	732.69			
99942	09/27/2013	PRINTED	004470 MARIANNA OFFICE SUPPLY CO	99.99			
99943	09/27/2013	PRINTED	004495 BOUND TREE MEDICAL, LLC	4,250.51			
99944	09/27/2013	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	423.93			
99945	09/27/2013	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	42.78			
99946	09/27/2013	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	19,563.84			
99947	09/27/2013	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	399.12			
99948	09/27/2013	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	54.48			
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99950	09/27/2013	PRINTED	004659 REBECCA L. NORRIS	50.00			
99951	09/27/2013	PRINTED	004659 REBECCA L. NORRIS	43.94			
99952	09/27/2013	PRINTED	004659 REBECCA L. NORRIS	75.13			
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99954	09/27/2013	PRINTED	004659 REBECCA L. NORRIS	226.72			
99955	09/27/2013	PRINTED	004659 REBECCA L. NORRIS	1,717.70			
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99957	09/27/2013	PRINTED	004676 PORT ST JOE REDEVELOPMENT	768.00			
99958	09/27/2013	PRINTED	004746 BLUE WATER OUTRIGGERS	1,093.24			
99959	09/27/2013	PRINTED	004964 NEECE TIRE & AUTO SERVICE	3,280.03			
99960	09/27/2013	PRINTED	005123 FIRST IN SERVICES, LLC	907.00			



PG 3
apchkrn

10/15/2013 14:55 GULF COUNTY BCC
838dlyle AP CHECK RECONCILIATION REGISTER

FOR: Uncleared

FOR CASH ACCOUNT: 00100 10110

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

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
99961	09/27/2013	PRINTED	005230 SHERWIN-WILLIAMS	1,334.93			
99962	09/27/2013	PRINTED	005261 SYSCO-GULF COAST	1,977.80			
99963	09/27/2013	PRINTED	005264 FAIRPOINT COMMUNICATIONS	5,414.87			
99964	09/27/2013	PRINTED	005429 GULF STATE CHEMICAL & WE	156.00			
99965	09/27/2013	PRINTED	005434 DERMATEC DIRECT	239.49			
99966	09/27/2013	PRINTED	005445 EMS CONSULTANTS, LTD	3,410.77			
99967	09/27/2013	PRINTED	005594 EMERGENCY MEDICAL PRODUCT	3,370.54			
99968	09/27/2013	PRINTED	005930 NOVAK LAW GROUP, PLLC	4,039.00			
99969	09/27/2013	PRINTED	005935 C F SIGN & STAMP CO.	96.75			
99970	09/30/2013	PRINTED	003348 OPPORTUNITY FLORIDA	1,586.30			
99971	09/30/2013	PRINTED	005930 NOVAK LAW GROUP, PLLC	12,966.62			
99972	09/30/2013	PRINTED	006072 P.E.R.U	12,921.00			
99973	09/30/2013	PRINTED	006078 FERGUSON GROUP, LLC	6,500.00			
99974	09/30/2013	PRINTED	006255 GULF CO ECONOMIC DVPMT AL	20,000.00			
99975	09/30/2013	PRINTED	006291 FL ASSOC. OF DESTINATION	1,265.00			
99977	09/30/2013	PRINTED	000137 DAFFIN WHOLESAL	425.57			
99978	09/30/2013	PRINTED	000151 GULF COAST ELECTRIC	233.16			
99979	09/30/2013	PRINTED	000151 GCEC	943.95			
99980	09/30/2013	PRINTED	000181 CITY OF PORT ST JOE	1,821.02			
99981	09/30/2013	PRINTED	000183 QULL CORPORATION	450.23			
99982	09/30/2013	PRINTED	000186 DAVID RICHES IGA WEWA	90.00			
99984	09/30/2013	PRINTED	000189 ST JOE AUTO PARTS	95.98			
99985	09/30/2013	PRINTED	000189 ST JOE AUTO PARTS	242.62			
99986	09/30/2013	PRINTED	000189 ST JOE AUTO PARTS	51.96			
99987	09/30/2013	PRINTED	000190 ST JOE HARDWARE	974.55			
99988	09/30/2013	PRINTED	000190 ST JOE HARDWARE	68.63			
99989	09/30/2013	PRINTED	000194 ST JOE NATURAL GAS CO	1,172.11			
99990	09/30/2013	PRINTED	000318 DEPT OF HIGHWAY SAFETY &	691.50			
99991	09/30/2013	PRINTED	000336 KENDALL MURPHY	1,350.00			
99992	09/30/2013	PRINTED	000537 CARPET COUNTRY	40.75			
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99994	09/30/2013	PRINTED	000906 COMFORTER FUNERAL HOME	260.00			
99995	09/30/2013	PRINTED	000931 PREBLE-RISH, INC.	3,000.00			
99996	09/30/2013	PRINTED	001002 FISHERS BUILDING SUPPLY	11.99			
99997	09/30/2013	PRINTED	001119 PRIDE ENTERPRISES	331.40			
99998	09/30/2013	PRINTED	001132 PRECISION COMMUNICATIONS	308.00			
99999	09/30/2013	PRINTED	001141 CULLIGAN	162.75			
100000	09/30/2013	PRINTED	001162 TEK DISTRIBUTORS, INC.	857.61			
100001	09/30/2013	PRINTED	001318 MIZE PLUMBING, GLASS AND	1.99			
100002	09/30/2013	PRINTED	001400 MICHAEL HAMMOND	50.00			
100003	09/30/2013	PRINTED	001429 LEROY HILL COFFEE COMPANY	88.98			
100004	09/30/2013	PRINTED	001643 BAYSIDE LUMBER & BUILDING	159.98			
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100006	09/30/2013	PRINTED	001731 HAROLDS AUTO PARTS	1,051.10			
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100008	09/30/2013	PRINTED	001731 HAROLDS AUTO PARTS	35.20			
100009	09/30/2013	PRINTED	001920 MED-TECH RESOURCE, INC.	362.49			
100010	09/30/2013	PRINTED	002029 DUREN'S PIGGLY WIGGLY	123.55			
100011	09/30/2013	PRINTED	002102 TAUNTON'S LLC	780.00			
100012	09/30/2013	PRINTED	002258 MARIANNA AUTO PARTS	275.86			
100013	09/30/2013	PRINTED	002455 DONNIE'S TOTAL PRIDE PEST	45.00			
100014	09/30/2013	PRINTED	002638 G & C SUPPLY CO., INC.	1,457.86			



10/15/2013 14:55 GULF COUNTY BCC
838dlyle AP CHECK RECONCILIATION REGISTER

FOR: Uncleared

FOR CASH ACCOUNT: 00100 10110

CHECK # CHECK DATE TYPE VENDOR NAME

UNCLEARED

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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100018	09/30/2013	PRINTED	003433 SHIRLEY JENKINS	42.65			
100019	09/30/2013	PRINTED	003484 OFFICE DEPOT	594.97			
100020	09/30/2013	PRINTED	003508 MORGANELLI & ASSOCIATES	1,666.20			
100021	09/30/2013	PRINTED	003758 PUBLIC SAFETY CENTER, INC	939.21			
100022	09/30/2013	PRINTED	003861 INTERSTATE	380.00			
100023	09/30/2013	PRINTED	003889 LANDS END BUSINESS OUTFIT	184.95			
100024	09/30/2013	PRINTED	004249 STATE OF FLORIDA	1,368.69			
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100026	09/30/2013	PRINTED	004312 CLYDE R. LAMBERSON, JR	85.00			
100027	09/30/2013	PRINTED	004553 J. V. GANDER, DISTRIBUTORS	8,174.93			
100028	09/30/2013	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	998.67			
100029	09/30/2013	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	1,334.89			
100030	09/30/2013	PRINTED	004780 COASTAL BUSINESS PRODUCTS	171.24			
100031	09/30/2013	PRINTED	005069 COASTAL METAL ROOFING, IN	2,449.52			
100032	09/30/2013	PRINTED	005230 SHERWIN-WILLIAMS	27.59			
100033	09/30/2013	PRINTED	005261 SYSCO-GULF COAST	885.81			
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100035	09/30/2013	PRINTED	005282 UPS	147.29			
100036	09/30/2013	PRINTED	005282 UPS FREIGHT	1,641.17			
100037	09/30/2013	PRINTED	005283 HD SUPPLY WATERWORKS, LTD	1,222.80			
100038	09/30/2013	PRINTED	005534 BT CONFERENCE VIDEO INC	1,073.33			
100039	09/30/2013	PRINTED	005577 TECH DEPOT	730.85			
100040	09/30/2013	PRINTED	005597 VINCENT IVERS, M.D.	300.00			
100041	09/30/2013	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	811.55			
100042	09/30/2013	PRINTED	005672 CITY TIRE CO., INC	51.14			
100043	09/30/2013	PRINTED	005711 DOYLE DANIELS	2,425.00			
100044	09/30/2013	PRINTED	005713 AFFILIATED COMPUTER SERVI	4,001.27			
100045	09/30/2013	PRINTED	005738 BAY COUNTY BD. COUNTY COMM	6,068.00			
100046	09/30/2013	PRINTED	005742 COASTAL PARASAIL	4,500.00			
100047	09/30/2013	PRINTED	005809 DOLLAR GENERAL CHARGE SAL	51.90			
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100050	09/30/2013	PRINTED	005914 WARD MCDANIEL	400.00			
100051	09/30/2013	PRINTED	005936 XEROX CORPORATION	233.44			
100052	09/30/2013	PRINTED	005946 GARY M. PABLO, MD	833.36			
100053	09/30/2013	PRINTED	005987 LONG-LEWIS	235.79			
100054	09/30/2013	PRINTED	006097 SUNCOAST FORMS & SYSTEMS,	891.58			
100055	09/30/2013	PRINTED	006161 HALIFAX MEDIA GROUP	1,355.95			
100056	09/30/2013	PRINTED	006161 HALIFAX MEDIA GROUP	321.00			
100057	09/30/2013	PRINTED	006166 THREADED FASTENERS, INC	6.50			
100058	09/30/2013	PRINTED	006172 BLUE TARP FINANCIAL	327.76			
100059	09/30/2013	PRINTED	006223 CANON SOLUTIONS AMERICA,	1,106.92			
100060	09/30/2013	PRINTED	006227 CRYSTAL FOLLIN	30.00			
100061	09/30/2013	PRINTED	006246 JACKSON, KELLI	30.00			
100062	09/30/2013	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	16,077.35			
100063	09/30/2013	PRINTED	006294 LINDA COOK	34.62			
100064	09/30/2013	PRINTED	006295 JOHNSON CONTROLS	949.00			

206 CHECKS CASH ACCOUNT TOTAL 265,395.11

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PG 5
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10/15/2013 14:55
838dlyle

GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

UNCLEARED CLEARED

206 CHECKS FINAL TOTAL 265,395.11 .00

** END OF REPORT - Generated by Darla Lyle **

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2013, by and between Gulf County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 1500, the General Appropriations Act of State Fiscal Year 2013-2014, passed by the 2013 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$417,604.
 - 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 outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of 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 outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Inpatient DRG add-ons for teaching, specialty, children's, public and community hospital education program hospitals; hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent; or hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - vi. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
 - vii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - viii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ix. Medicaid LIP payments to Federally Qualified Health Centers.

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

2013 OCT 16 AM 11:40

- x. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - xi. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$417,604. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$104,401 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$104,401 is due as follows, November 30, 2013, March 31, 2014 and June 15, 2014.
 - c. The State will bill the County each quarter payments are due.
 3. Timelines: This agreement must be signed, submitted, and received to the Agency no later than October 1, 2013, for self-funded exemptions, buybacks and DRG add-ons, to be effective for SFY 2013-2014.
 4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2013-2014.
 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.
 9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2012-13 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2013-14) LOAs.

10. This Letter of Agreement covers the period of July 1, 2013 through June 30, 2014 and shall be terminated June 30, 2014.

WITNESSETH:

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

Gulf County

State of Florida

Signature

Stacey Lampkin
Acting Assistant Deputy Secretary for Medicaid
Finance, Agency for Health Care Administration

Name

Title

Local Government Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2013-2014
Supplemental Payments	
LIP	\$417,604
DSH	
Nursing Home SMP	
Outpatient Amounts	
Automatic Buyback	
Self-Funded Buyback	
Automatic Exemption	
Self-Funded Exemption	
SWI	
Inpatient Amounts	
Automatic DRG Add-On	
Self-Funded DRG Add-On	
Total Funding	\$417,604

September 26, 2013

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

Dear Mr. Butler:

I hope this note finds you doing well. FRBA is closing in on the end of the extended rural broadband project on December 31, 2013. We should have the construction on the core, middle mile, transport network completed by the end of November. Construction and completion of this project has been an uphill climb and we still have challenges ahead in order to make the project sustainable.

FRBA is in the process of shoring up in-kind contributions to meet the federal requirement of 30% match to federal grant funds. We are working to increase the match; first by revaluing the current leases and then by seeking additional in-kind contributions from Community Anchor Institutions (CAIs) within the grant area served.

- First, and of paramount importance, the Department of Commerce is allowing FRBA to retroactively book the in-kind service agreements (tower leases) back to the grant start date of August 1, 2010. This change in the original agreement will allow FRBA to book 42 months of **operating lease** value from August 2010 to December 31, 2013. The original expiration date would remain the same, so there is nothing to lose from the owner's perspective. It's simply a book entry. **However the fed is requiring FRBA to obtain executed lease amendments in order to revalue the lease.** We are in the process of drafting the lease amendments for distribution, consideration and approval by local government.
- Of secondary priority, FRBA is seeking additional, in-kind, agreements for other potential antenna attachment locations, including towers and rooftops of Community Anchor Institutions (CAIs) within the grant service area. Generally, any location that might serve as a future location to receive middle mile or last mile service to local governments and agencies would qualify. *(This, apparently, was the original, misunderstood purpose and intent of the community anchor, in-kind relationship from the beginning of the grant and was not properly communicated to local governments and agencies)* These additional agreements would also be valued from the beginning of the grant (August 2010). If the agreements could be in force for at least eight (8) years, then they can qualify as **capital leases** and provide more value than the **operating leases** which are limited to valuation through the end of the grant (December 2013).

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

2013 OCT 16 AM 11:43

In closing, I want to thank you for taking the time to consider these additional needs and details relative to the completion of this project. Much time, money and sweat-equity has gone into the FRBA project, including your contributions. The faces representing Opportunity Florida and FRBA have changed a couple of times, but the end goal remains the same. Successful completion, deployment and sustainability of this project will depend absolutely on the valuation and rebooking of our in-kind assets to the satisfaction of federal grant policy. Your assistance in obtaining the executed amendments along with any suggestions regarding additional assets will be most helpful.

Best regards,



Jim Brook
Executive Director
Opportunity Florida

Enclosures: FRH-050 Tower Amendment, Courthouse Tower, 2nd Street, Wewahitchka
FRH-053 Tower Amendment, Admin Tower, Cecil G. Costin Blvd, Port St Joe
Tower Amendment, Gulf County Water Tower, Marlin Street, Port St Joe

CC: Towan Kopinsky

**AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
Gulf County Administration Tower (FRH053)**

This Amendment No. 1 ("Amendment") to that certain License Agreement for Wireless Communication Equipment Facilities dated April 10, 2012 ("Agreement"), by and between The Board of County Commissioners of Gulf County, Florida, a political subdivision of the State of Florida, whose address is 1000 Cecil G. Costin, SR. Blvd-Port St. Joe, Florida 32456 ("Licensor"), and the Florida Rural Broadband Alliance, LLC, a limited liability company, whose local business address is 4636 Highway 90, Suite K, Marianna, Florida 32446 ("FRBA" or "Licensee") (collectively, the "Parties"), is effective _____, 2013.

RECITALS

WHEREAS the Parties entered into the Agreement to permit Licensor to provide space on the Tower and other valuable assets as non-federal, in-kind matching contributions to the Grant held by Licensee, in order to facilitate completion of the Grant by Licensee according to its terms.

WHEREAS, in furtherance thereof, the Parties now desire to amend the terms and conditions of the Agreement as specified herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement the same as if fully set forth herein

2. **Term.** Paragraph 3 of the Agreement is replaced in its entirety with the following:

Term and Renewals. The initial term ("Initial Term") of this Agreement shall, for purposes of in-kind contribution, retroactively begin on August 1, 2010, ("Commencement Date") and end on January 31, 2017 ("Expiration Date"), unless sooner terminated, modified or extended under the terms of the Agreement or by the mutual consent of the parties.

Provided Licensee is not then in default under this Agreement, the term of this Agreement shall automatically renew on a year to year basis unless either party provides written notice to the other party at least one hundred eighty (180) days prior to the expiration of the then-current Initial or Renewal Term of its intent not to renew the Agreement.

3. **Consideration.** Paragraph 4 of the Agreement is replaced in its entirety with the text below.

Consideration.

(A) In-Kind Donation for Initial Term of Agreement. The Parties acknowledge the economic, cultural, educational, and social benefits of the Grant Award to the 15-county region to be served by the Licensee's Network. In recognition of these benefits, for the Initial Term and any Renewal Terms of this Agreement, Licensor has agreed to donate the use of the Premises, as identified herein, to Licensee as an in-kind asset contribution (the "In-Kind Contribution"). No other consideration shall be due from Licensee to Licensor during the Initial Term of this Agreement. Licensor and Licensee agree to negotiate in good faith terms for shared revenue and/or shared services for any Renewal Term of this Agreement. The Parties hereby agree that the current market value of the In-Kind Contribution is valued at \$2,250.00 per month.

(B) Last Mile License Space. Licensor acknowledges that, to obtain the full operational benefits of Licensee's wireless broadband middle mile network for itself and the residents, businesses, and visitors served by the Network, Licensee may elect to sub-lease a portion of the Premises to a system operator-provider that will connect its communications facilities to that of Licensee in order to provide service to end-users and community anchor institutions. In the event that Licensee enters into a sub-lease with a last mile provider, such sub-lease may provide such last mile provider with any or all of Licensee's rights and responsibilities set forth in this Lease.

(C) Licensee agrees to pay its pro-rata share of any common expenses shared by Licensor, Licensees, and any other entities leasing space on the Tower or adjacent grounds, such as common costs associated with normal operation of the Licensor's facility.

5. **Signs/Graffiti.** Paragraph 15 of the Agreement is replaced in its entirety with the following:

15. **Signs/Graffiti.** Licensee may place signs on the Premises designating the owner of the improvements and wireless communication facilities within the Premises, subject to applicable governmental regulations, including any applicable signage requirements included in the terms and conditions of the Grant Award.

6. **Notices.** Paragraph 27 is amended by restating the contact information for the Licensee's representatives, as follows:

If to Lessee, to:

Jim Brook
Co-Managing Partner
Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

SIGNATURES APPEAR ON FOLLOWING PAGE

Gulf County, Florida Board of County Commissioners

Tynalin Smiley/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

**AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
Gulf County Courthouse Tower**

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2. **Term.** Paragraph 3 of the Agreement is replaced in its entirety with the following:

Term and Renewals. The initial term ("Initial Term") of this Agreement shall, for purposes of in-kind contribution, retroactively begin on August 1, 2010, ("Commencement Date") and end on January 31, 2017 ("Expiration Date"), unless sooner terminated, modified or extended under the terms of the Agreement or by the mutual consent of the parties.

Provided Licensee is not then in default under this Agreement, the term of this Agreement shall automatically renew on a year to year basis unless either party provides written notice to the other party at least one hundred eighty (180) days prior to the expiration of the then-current Initial or Renewal Term of its intent not to renew the Agreement.

3. **Consideration.** Paragraph 4 of the Agreement is replaced in its entirety with the text below.

Consideration.

(A) **In-Kind Donation for Initial Term of Agreement.** The Parties acknowledge the economic, cultural, educational, and social benefits of the Grant Award to the 15-county region to be served by the Licensee's Network. In recognition of these benefits, for the Initial Term and any Renewal Terms of this Agreement, Licensor has agreed to donate the use of the Premises, as identified herein, to Licensee as an in-kind asset contribution (the "In-Kind Contribution"). No other consideration shall be due from Licensee to Licensor during the Initial Term of this Agreement. Licensor and Licensee agree to negotiate in good faith terms for shared revenue and/or shared services for any Renewal Term of this Agreement. The Parties hereby agree that the current market value of the In-Kind Contribution is valued at \$2,250.00 per month.

(B) **Last Mile License Space.** Licensor acknowledges that, to obtain the full operational benefits of Licensee's wireless broadband middle mile network for itself and the residents, businesses, and visitors served by the Network, Licensee may elect to sub-lease a portion of the Premises to a system operator-provider that will connect its communications facilities to that of Licensee in order to provide service to end-users and community anchor institutions. In the event that Licensee enters into a sub-lease with a last mile provider, such sub-lease may provide such last mile provider with any or all of Licensee's rights and responsibilities set forth in this Lease.

(C) Licensee agrees to pay its pro-rata share of any common expenses shared by Licensor, Licensees, and any other entities leasing space on the Tower or adjacent grounds, such as common costs associated with normal operation of the Licensor's facility.

5. **Signs/Graffiti.** Paragraph 15 of the Agreement is replaced in its entirety with the following:

15. **Signs/Graffiti.** Licensee may place signs on the Premises designating the owner of the improvements and wireless communication facilities within the Premises, subject to applicable governmental regulations, including any applicable signage requirements included in the terms and conditions of the Grant Award.

6. **Notices.** Paragraph 27 is amended by restating the contact information for the Licensee's representatives, as follows:

If to Lessee, to:

Jim Brook
Co-Managing Partner
Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

SIGNATURES APPEAR ON FOLLOWING PAGE

Gulf County, Florida Board of County Commissioners

Tynalin Smiley/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

**AMENDMENT NO. 1
TO
LICENSE AGREEMENT FOR
WIRELESS COMMUNICATION EQUIPMENT FACILITIES
Gulf County Water Tower**

This Amendment No. 1 ("Amendment") to that certain License Agreement for Wireless Communication Equipment Facilities dated April 10, 2012 ("Agreement"), by and between The Board of County Commissioners of Gulf County, Florida, a political subdivision of the State of Florida, whose address is 1000 Cecil G Costin, SR. Blvd-Port St. Joe, Florida 32456 ("Licensor"), and the Florida Rural Broadband Alliance, LLC, a limited liability company, whose local business address is 4636 Highway 90, Suite K, Marianna, Florida 32446 ("FRBA" or "Licensee") (collectively, the "Parties"), is effective _____, 2013.

RECITALS

WHEREAS the Parties entered into the Agreement to permit Licensor to provide space on the Tower and other valuable assets as non-federal, in-kind matching contributions to the Grant held by Licensee, in order to facilitate completion of the Grant by Licensee according to its terms.

WHEREAS, in furtherance thereof, the Parties now desire to amend the terms and conditions of the Agreement as specified herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement the same as if fully set forth herein

2. **Term.** Paragraph 3 of the Agreement is replaced in its entirety with the following:

Term and Renewals. The initial term ("Initial Term") of this Agreement shall, for purposes of in-kind contribution, retroactively begin on August 1, 2010, ("Commencement Date") and end on January 31, 2017 ("Expiration Date"), unless sooner terminated, modified or extended under the terms of the Agreement or by the mutual consent of the parties.

Provided Licensee is not then in default under this Agreement, the term of this Agreement shall automatically renew on a year to year basis unless either party provides written notice to the other party at least one hundred eighty (180) days prior to the expiration of the then-current Initial or Renewal Term of its intent not to renew the Agreement.

3. **Consideration.** Paragraph 4 of the Agreement is replaced in its entirety with the text below.

Consideration.

(A) In-Kind Donation for Initial Term of Agreement. The Parties acknowledge the economic, cultural, educational, and social benefits of the Grant Award to the 15-county region to be served by the Licensee's Network. In recognition of these benefits, for the Initial Term and any Renewal Terms of this Agreement, Licensor has agreed to donate the use of the Premises, as identified herein, to Licensee as an in-kind asset contribution (the "In-Kind Contribution"). No other consideration shall be due from Licensee to Licensor during the Initial Term of this Agreement. Licensor and Licensee agree to negotiate in good faith terms for shared revenue and/or shared services for any Renewal Term of this Agreement. The Parties hereby agree that the current market value of the In-Kind Contribution is valued at \$2,250.00 per month.

(B) Last Mile License Space. Licensor acknowledges that, to obtain the full operational benefits of Licensee's wireless broadband middle mile network for itself and the residents, businesses, and visitors served by the Network, Licensee may elect to sub-lease a portion of the Premises to a system operator-provider that will connect its communications facilities to that of Licensee in order to provide service to end-users and community anchor institutions. In the event that Licensee enters into a sub-lease with a last mile provider, such sub-lease may provide such last mile provider with any or all of Licensee's rights and responsibilities set forth in this Lease.

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Florida Rural Broadband, LLC
4636 Highway 90, Suite K
Marianna, FL 32446

SIGNATURES APPEAR ON FOLLOWING PAGE

Gulf County, Florida Board of County Commissioners

Tynalin Smiley/Chairman

Date: _____

FLORIDA RURAL BROADBAND ALLIANCE, LLC

Jim Brook, Co-Manager, FRBA

Date: _____

**Budget Amendment
#10**

Amend the FY2012-2013 budget for the General Fund by reducing Board of County Commissioners Budget and increasing the County Extension Budget by \$3,600 to cover additional remodeling expenses as discussed and approved at the 10/8/2013 Regular BOCC meeting.

General Fund

	Budget	Increase	Decrease	Amended Budget
<i>Board of Co. Comm.:</i>				
21111-40003 Travel: District 3	\$4,800.00	\$0.00	\$3,600.00	\$1,200.00
<i>County Extension:</i>				
63237-46100 Repair Maint:Bldg.& Grds	\$10,800.00	\$1,636.00	\$0.00	\$12,436.00
63237-46200 Repairs & Maint: Equip.	\$0.00	\$1,964.00	\$0.00	\$1,964.00

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 22nd day of October, 2013.

**Budget Amendment
#11**

Amend the FY2012-2013 budget for the General Fund by reducing PSJ Downtown Redevelopment Agency Budget and increasing the Insurance Department Budget by \$10,000 to pay the insurance deductible resulting from the James Garth case. This funding was discussed and approved at the 10/8/2013 Regular BOCC meeting.

General Fund

	Budget	Increase	Decrease	Amended Budget
<i>PSJ Downtown Redevelopment Agency:</i>				
22652-83000 Other Grants & Aids	\$150,000.00	\$0.00	\$10,000.00	\$140,000.00
<i>Insurance Department:</i>				
225513-45000 Insurance	\$314,103.00	\$10,000.00	\$0.00	\$324,103.00

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 22nd day of October, 2013.



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

MEMO

TO: Gulf County Board of County Commissioners

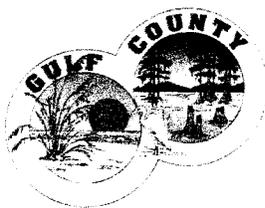
FROM: Stephanie M Richardson

DATE: October 15, 2013

SUBJECT: Emergency Food & Shelter Funding Phase 31

Our county has been awarded \$4,877 for Phase 31 of the Emergency Food & Shelter Program. This memo is to request acceptance of these funds. There are very strict guidelines on how these monies are spent. **We are required to advertise for applicants for these funds after the Board accepts the funds.** We have to advertise allowing 5 business days for applications to be received and then convene the Board to go over applications to make sure they meet the guidelines put forth in the Phase 31 manual of the Federal Emergency Food & Shelter Program. The local Emergency Food and Shelter Board has met and voted to ask for the County to accept the funds.

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:45



**GULF COUNTY
EMERGENCY MANAGEMENT**

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
 FROM: MARSHALL NELSON *Marshall*
 DATE: OCTOBER 15, 2013
 SUBJECT: STATE HOMELAND SECURITY GRANT
 AGREEMENT # 14-DS-L5-02-33-01-_____
 GULF COUNTY

Attached is a copy of the Gulf County's State Homeland Security Grant for FY 2014 -2015. By this memo we are requesting the board approval to accept these grant funds in the amount of \$14,200.00.

If you have any questions of need additional information do not hesitate to call me at (850) 229-9110.

Attachment

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:47

Contract Number: 14-DS-L5-02-33-01-____
CFDA Number 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties whichever is later, and shall end **May 31, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at the following address:

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

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

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

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

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

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

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

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

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

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

(7) REPORTS

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

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

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Nikki Hines
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: 50-413-9894
 Fax: (850) 922-8289
 Email: nikki.hines@em.myflorida.com

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

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

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
 (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances
Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$14.200** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

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

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

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

Any requests received after **May 31, 2015**, at the discretion of the Division, may not be reimbursed from this Agreement.

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT: GULF COUNTY

By: _____

Name and Title: Tynalin Smiley, Chairman

Date: _____

FID# 59-6000627

DUNS# 032202264

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

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

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

Federal Program

Federal agency: **U.S. Department of Homeland Security/Federal Emergency**

Management Agency

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **\$ 14,200**

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

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

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

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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

ATTACHMENT A

Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the “Proposed Program Budget” as a guide for completing the “Budget Detail Worksheet” below.
- ↓ The equipment category will require a “Detailed Budget Worksheet” including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ↓ The transfer of funds between the categories listed in the “Proposed Program Budget” is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ↓ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the “Proposed Program Budget”) may be put towards Programmatic costs instead. However, no more than 3% of each Recipients’ total award may be expended on Management and Administration costs.

FY 2013 - Homeland Security Grant Program – Issue 5	Gulf County	Training	\$14,200.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2013 Gulf Co Issue 5 Budget Detail Worksheet– Eligible Activities				
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Certification/Recertification of Instructors				
Travel				
Supplies				
Tuition for higher education				
Other items				
<p>A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf</p>				
Hiring of full-time or part-time staff or contractors/consultants: ↓ To assist with the management of the respective grant program ↓ To assist with application requirements of the grant program ↓ To assist with the compliancy with reporting and data collection as it may relate to the grant program				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				

<p>Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.</p>				
<p>Travel expenses</p>				
<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).</p>				
<p>Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>				
<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> ↓ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ↓ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				

ATTACHMENT B

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 5 – Local Planning, Training and Exercise: This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

II. Categories and Eligible Activities

FY2013 allowable costs are divided into the following categories: **planning, training, exercises, management and administration** cost are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines(NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups

- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign, and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Community-based planning to advance “whole community” security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities

- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)

Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained

Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual level of independence in general population environments

Developing and implementing a community preparedness strategy for the State/local jurisdiction

Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness strategy for the State/local jurisdiction

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UASonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

Establishing and sustaining Citizen Corps Councils or their equivalent

Working with youth-serving organizations to develop and sustain a youth preparedness program

B. Training

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-

traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance_download/10146.
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized training-related costs include:

- ↓ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ↓ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ↓ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

C. Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- ✦ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ✦ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ✦ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year

Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hssep.dhs.gov>.
- **Self-sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructures sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

E. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

F. Construction and Renovation

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes and Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtm>).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan.ehp>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

G. Overtime and Backfill Guidance

Personnel (SHSP and UASI) – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

H. National Incident Management System (NIMS) Compliance

HSPD-5, "Management of Domestic Incidents," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at

www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide.

Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

I. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30

April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category’s corresponding line item number in the “Detail of Claims” form. This number can be found in the “Proposed Program Budget”. A line item number is to be included for every dollar amount listed in the “Detail of Claims” form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency’s compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

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

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

- Management and administrative procedures;
- Grant folder maintenance;

Equipment accountability and sub-hand receipt procedures;
 Program for obsolescence;
 Status of equipment purchases;
 Status of training for purchased equipment;
 Status and number of response trainings conducted to include number trained;
 Status and number of exercises;
 Status of planning activity;
 Anticipated projected completion;
 Difficulties encountered in completing projects;
 Agency NIMS/ICS compliance documentation;
 Equal Employment Opportunity (EEO Status);
 Procurement Policy

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

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ↓ Equipment selection or available vendors
- ↓ Eligibility of items or services
- ↓ Coordination and partnership with other agencies within or outside the region or discipline
- ↓ Record Keeping
- ↓ Reporting Requirements
- ↓ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Nikki Hines Grants Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9894 nikki.hines@em.myflorida.com	Felicia Pinnock Program Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9958 Felicia.Pinnock@em.myflorida.com
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B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment C
DELIVERABLES

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

Issue 5 – Local Planning, Training and Exercise: This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

- Training will consist of regional specific training that will focus on NIMS compliance and all-hazard readiness by providing first responders, volunteers, elected officials, emergency managers, and others a chance to develop the skills necessary to protect lives and property during a catastrophic event. Training programs will educate response personnel on position specific training courses, which will ensure implementation of state and local incident command systems and NIMS compliance. This will support new NIMS requirements to expand ICS training to community partners, such as Community Emergency Response Teams (CERT) and private partners. County specific training courses will include, but not limited to, FEMA "G" series courses, staff professional development and all-hazards position specific training.

Total = \$14,200.00

Attachment D
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

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

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule").
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

C. Audit Requirements for State

- OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

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

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

ESTIMATED EXPENSES

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

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

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct.

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

Business Hours

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

Licensing and Permitting

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

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H
Statement of Assurances

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

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

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

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

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

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

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

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

Attachment I

Reimbursement Check List

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

PlanningConsultants/Contractors (Note: this applies to contractors also billed under Organization)

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
2. If travel is a conference has the conference agenda been included?
3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

1. Contributions are from Non Federal funding sources.
2. Contributions are from cash or in-kind contributions which may include training investments.
3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
2. Have the costs incurred been charged to the appropriate POETE category?
3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
4. Has Form 3 been signed by the Grant Manager?
5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
6. Have the quantity and unit cost been notated on Form 4b?

Donald Butler

From: Florko, Catherine <Catherine.Florko@dep.state.fl.us>
Sent: Monday, October 07, 2013 1:01 PM
To: 'Donald Butler'; 'Michael Dombrowski'
Subject: New Contract

Hi,

Thank you both with your help on the new contract. Our grants specialist plans to send it to the County this afternoon. Please note that we have made a couple of changes with our procedures: 1) The County will receive one electronic copy of the contract. Please print the contract, obtain the necessary signatures and return one copy to the Department. Upon execution, the original will be sent back to the County; 2) Our billing procedures have changed. We can only process a billing when a deliverable has been received and approved. We can no longer accept percent complete billings. We will withhold retainage until all deliverables for a task have been received and approved. This is a significant change called for in all of our contracts by the legislature.

Please call me or write back if you have any questions.

Thanks again,
Catherine

Catherine Florko, Environmental Specialist
Florida Department of Environmental Protection
2600 Blairstone Road, MS 3511
Tallahassee, Florida 32399
Phone: (850) 922-7706
Fax: (850) 488-5257
<http://www.dep.state.fl.us/beaches/programs/bcnerosn.htm>

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 OCT 16 AM 11:46

CONSENT
DATE 10/22/13
83

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

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3511, Tallahassee, Florida 32399, and GULF COUNTY, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 1000 Cecil G. Costin Sr. Boulevard, Room 302, Port St. Joe, Florida 32456, for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, the LOCAL SPONSOR has resolved to support, serve as local sponsor, demonstrated a financial commitment to the beach erosion control project as described herein, and has the ability to perform the tasks associated with the project described herein.

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

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on December 31, 2015. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the Department beginning on or after September 10, 2013, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be amended to close out the Agreement.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.
6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of an erosion control study at the south end of St. Joseph Peninsula in Gulf County, Florida. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. For tasks as specified in Table 1 below and in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work. The tasks must be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement prior to commencement of any work on these PROJECT tasks.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Task			
		State	Local	Total
2.0	Design			
2.1	Data Collection & Analysis	\$73,219	\$133,091	\$206,310
2.2	Alternative Design Development & Evaluation	\$20,694	\$37,616	\$58,310
2.3	Meetings & Presentations	\$2,222	\$4,038	\$6,260
2.4	Preliminary Design	\$7,045	\$12,805	\$19,850
2.5	Future Design	\$76,488	\$139,275	\$215,763
TOTAL PROJECT COSTS		\$179,668	\$326,825	\$506,493

- B. Changes in PROJECT costs that transfer funds from one task to another or that increase or decrease the total funding amount shall require a formal amendment to the Agreement.
9. The DEPARTMENT has determined that 70.97 percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$179,668 for this PROJECT or up to 35.49 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.

10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for a 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.
13. A. In accordance with Section 216.181(16)(b), Florida Statutes, the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of **Attachment C (Advance Payment Justification Form)**, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible project construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.
- B. If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds on the dates identified in paragraph 16.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

- C. **Attachment D (Advance Payment – Interest Earned Memorandum)**, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that authorized an advance payment. The DEPARTMENT's Grant Program Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) days following each quarter as set forth under this Agreement. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.
- D. The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Program Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Program Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.
14. As consideration for the satisfactory completion of the eligible work identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment E (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.flds.com/aadr/reference/05Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment F (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Scope of Work. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
15. The DEPARTMENT's Project Manager shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed

that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

16. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment F (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Word .doc or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.
17. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment G (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
18. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
19. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
20. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
21. A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.

B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

22. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.

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

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

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

23. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR

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

DEPARTMENT

Dena VanLandingham, Grant Program
 Administrator
 Department of Environmental Protection
 Beach Management Funding Assistance Program
 2600 Blair Stone Road., MS 3511
 Tallahassee, Florida 32399
 (850) 922-7711
Dena.vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 24 must be reduced to writing in the form of a Change Order to this Agreement.

24. The LOCAL SPONSOR's Project Manager for all matters is Don Butler, Phone: (850) 229-6111. The DEPARTMENT's Project Manager for all technical matters is Catherine Florcko, Phone: (850) 922 -7706 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 922-7711.
25. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
26. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
27. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment H (Special Audit Requirements)**, attached hereto and made a part hereof. Exhibit 1 to Attachment H summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment H. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.

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- B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

28. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
29. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
31. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
32. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

33. A. The LOCAL SPONSOR shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the LOCAL SPONSOR or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
- B. The LOCAL SPONSOR shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the LOCAL SPONSOR or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:
- \$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
- \$300,000 Hired and Non-owned Liability Coverage
- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The LOCAL SPONSOR's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
34. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
35. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
36. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
37. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the

LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

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

3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
39. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
40. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
41. The DEPARTMENT may at any time, by written order designated to be a change order, make any change minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a change in Project Manager, modification of deliverable due dates when such change does not involve an extension, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
42. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
43. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
44. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public

enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

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

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

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: Commission Chair

By: _____
Department of Environmental Protection
Secretary or designee

Date: _____

Date: _____

FEID No. 59-6000627

Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

Local Sponsor's Attorney
(if necessary)

Department of Environmental Protection
Attorney

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

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

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

**ATTACHMENT A
GRANT WORK PLAN**

<p>Project Title: St. Joseph Peninsula Beach Restoration - Southern Project Erosion Control Investigation</p>
<p>Project Location: Between approximately DEP reference monuments R67-R105.5 on St. Joseph Peninsula in Gulf County, Florida.</p>
<p>Project Background: The St. Joseph Peninsula Beach Restoration project extends between R67 and R105.5 in Gulf County. The 7.5 mile project was constructed between March 2008 and January 2009 using 3,607,246 cubic yards of sand from an offshore borrow site. Since the restoration, the shoreline in the vicinity of the Sunrise Sunset Condominiums (R-101.5 to R-102.5), Stumphole (R-102.5 to R-105.5) and Cape Shoals (R-90 to R-91) has experienced an accelerated erosion rate (i.e. "hot spots") compared to historic averages.</p>
<p>The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2004) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf. One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.</p>
<p>Project Description:</p> <p>The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.</p> <p>2.0 Design</p> <p>Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida.</p> <p>Performance standard: All deliverables, reports, and monitoring results will be circulated to the DEPARTMENT for review and comment. When comments are received from the DEPARTMENT affirming that the deliverable is acceptable, payment will be authorized.</p> <p>2.1 Data Collection and Analysis</p> <p>Existing Data Collection and Analysis</p> <p>Existing data will be collected, processed, and analyzed to be applied in the numerical and empirical modeling efforts for the design of the PROJECT.</p> <p>Deliverable A: Report summarizing the findings of the existing data and analysis. Total Cost: \$6,690 (DEP cost \$2,374) Due Date: April 30, 2014</p>

Beach and Offshore Surveys

Beach and offshore surveys for each monument and ½ - monument (R-88 to R-110 for a total of 45 profile lines) within the project limits will be performed for analysis and PROJECT design. Beach profiles shall begin at least 200 feet landward of the DEP (whole and ½) R-monument and extend seaward to approximate wading depth. Beach profiles shall be conducted using standard differential leveling techniques and equipment including an automatic level, 25-foot survey rod and 300-foot long fiberglass or composite survey chain and/or GPS/RTK techniques. Elevations shall be taken at a maximum of 10 foot intervals along each profile line and at all grade breaks or material changes. Offshore profiles shall extend a minimum of 3,000 feet seaward of the R-monument and have adequate overlap with the seaward limit of the beach portion of the survey. Soundings shall be obtained at less than ten (10) foot intervals along the offshore profiles and be acquired using a survey launch with centrally located, hull-mounted transducer. Horizontal positioning shall be acquired via a "Real-Time-Kinematics" (RTK) positioning system. Soundings shall be obtained using an Odom Echotrack Thermal Depth Sounder/Recorder or equivalent. For merging the bathymetric data to horizontal position, as well as providing a means for online data collection and vessel guidance, the Coastal Oceanographics "Hypack" System shall be used. Upon completion of acquisition of the beach and offshore survey data, review and processing of data shall proceed as follows:

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

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

Total Cost: \$40,615 (DEP cost \$14,414.50)

Due Date: October 31, 2014

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

Total Cost: \$40,615 (DEP cost 14,414.50)

Due Date: December 31, 2014

Acoustic Doppler Current Profiler (ADCP)

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

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

Total Cost: \$46,310 (DEP cost \$16,435)

Due Date: December 31, 2014

Tidal Elevation Measurements

Tidal gauges will be installed on two existing piles. The ADCP off of R103 will also be operational and recording data during a period of three (3) to four (4) months. The tidal data will be reduced and a time-series plot and table will be produced.

In addition, the bottom-mounted ADCP will also collect tidal elevation data and will be set to a datum.

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

Total Cost: \$4,810 (DEP cost \$1,706)

Due Date: December 31, 2014

Numerical Modeling

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

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

Total Cost: \$37,770 (DEP cost \$13,405)

Due Date: January 31, 2015

Coastal Processes Analysis

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

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

Total Cost: \$29,500 (DEP cost \$10,470)

Due Date: February 28, 2015

2.2 Alternative Design Development and Evaluation

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

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

Deliverable A: Report summarizing the alternative design analysis.

Total Cost: \$58,310 (DEP cost \$20,694)

Due Date: March 31, 2015

2.3 Meeting and Presentations

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

Deliverable A: Summary of meetings and presentations.

Total Cost: \$6,260 (DEP cost \$2,222)

Due Date: April 30, 2015

2.4 Preliminary Design

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

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

Deliverable A: Report and preliminary construction drawings summarizing the findings of the preliminary design.

Total Cost: \$19,850 (DEP cost \$7,045)

Due Date: June 30, 2015

2.5 Future Design

Future design allocation. Pending scopes of work included under this task must be approved by Department staff.

Total Cost: \$215,763 (DEP cost \$76,488)

Due Date: December 31, 2015

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

All Tasks are Contractual Services.

ATTACHMENT B

FUNDING ELIGIBILITY

ST. JOSEPH PENNINSULA BEACH RESTORATION

Southern Project Erosion Control Investigation

Project Boundary: R67-R105.5.

Approximate Shoreline Length: 38,539 FEET

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

Areas determined to be publicly accessible:

1000' north of R69 to 290' south of R77

130' north of R81 to 400' south of R93

100' south of R101 to 570' south of R105

Total eligible shoreline length: 27,353 FEET

Total project shoreline length: 38,539 FEET

Percent eligible for State funding: 70.97%

* Primary accesses with bathrooms and at least 100 parking spaces

**ATTACHMENT C
ADVANCE PAYMENT JUSTIFICATION FORM**

Use of this form is not required unless the advance requested requires the prior approval of the State Chief Financial Officer. For advance requests that are equal to or less than the purchasing threshold of \$35,000.00, category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under Section 215.422(14), Florida Statutes which allows the advance to be made without prior approval of the State Chief Financial Officer.

Name/Address of the Vendor/Recipient:			
Contact Person/Phone No.:			
Agreement No./Purchase Order No. (if known):			
Commodities/Services/Project Description:			
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)			
Value of Purchase or Grant:			
Advance Payment Amount Requested:			
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup	<input type="checkbox"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S.	<input type="checkbox"/> 216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:	
1. Reason advance payment is required:			
2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.			
A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing at 850/410-4194 or SunCom 210-4194 regarding the current Treasury earnings rate.			
B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:			

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

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

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

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

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

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

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

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

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

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

Certification Statement

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

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: Approve Request Deny Request

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: _____ Division: _____

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

ATTACHMENT D

ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM

“SAMPLE DOCUMENT”

TO: Dena VanLandingham, Beach Management Funding Assistance Program, MS#3511

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

DATE:

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

Pursuant to Section 216.181(16)(b), Florida Statutes, and paragraph 11 of the AGREEMENT, advance payments must be deposited into an interest bearing account until all funds have been depleted. In order to comply with this statute, advance approval of the State Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later twenty (20) days following each calendar quarter (i.e. January 20, April 20, July 20, and October 20.)**

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

 (Project Manager's Signature) (Date)

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

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

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

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

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

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

ATTACHMENT E

Contract Payment Requirements

Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005)

Cost Reimbursement Contracts

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

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of Florida Accounting Information Resource (FLAIR) reports or other detailed reports.

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts that include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log that shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

ATTACHMENT F

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

PAYMENT SUMMARY

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13GU2

Billing Number: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____ *if applicable	\$ _____	\$ _____	\$ _____
Cost Summary:			
State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

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

REIMBURSEMENT DETAIL

Name of Project:		Billing #		Billing Period:		DEP AGREEMENT NUMBER		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)			
Local Sponsor:		sowbid # (3)		Vendor Name		Check or Debit#		Total Amount Eligible for State Share (4)		Approved Eligible Cost (5)	
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item and Deliverable # (2)				Changes per BMFA Project Manager (5,6)	Changes per BMFA Accountant (5,6)		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Totals for all items on page:

Notes and invoice adjustment explanations per item # (5)

Form Instructions:

- (1) Local Sponsor: enter exact amount of check or debit.
- (2) Local Sponsor: enter the subtask ID# from the Eligible Project Item table of the DEP Grant. Also add the Deliverable # that is eligible. (Ex. T2.1/D-A)
- (3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Local Sponsor: Insert this tracking number when applicable.
- (4) Local Sponsor: insert only the amount of vendor payment that is assumed to be eligible for DEP cost share.
- (5) Local Sponsor: if retainage is being requested.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

REQUEST FOR PAYMENT – PART III

PROJECT PROGRESS REPORT

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13GU2

N

Report Period: _____

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

Task Eligible Project

No: Item:

2.0 DESIGN

2.1 DATA COLLECTION AND ANALYSIS

2.2 ALTERNATIVE DESIGN DEVELOPMENT & EVALUATION

2.3 MEETING AND PRESENTATIONS

2.4 PRELIMINARY DESIGN

2.5 FUTURE DESIGN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST

REQUEST FOR PAYMENT – PART IV

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13GU2

Billing Number: _____

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

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

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

ATTACHMENT G

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

DEP Agreement Number: 13GU2

Task Completion

Project Completion

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

Name of Project Manager

Signature of Project Manager

Date

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

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

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

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

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

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

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

State of Florida Auditor General
 Room 401, Claude Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DEP Agreement No. 13GU2, Attachment H, Page 3 of 5

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

Audit Director

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

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

PART V: RECORD RETENTION

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, GAA Line Item # 1669	2012-2013	37.003	Beach Management Funding Assistance Program	\$179,668.00	140126

Total Award	\$179,668.00
--------------------	---------------------

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

CLERK OF CIRCUIT AND COUNTY COURTS

RECORDER AND COMPTROLLER
GULF COUNTY, FLORIDA

REBECCA L. NORRIS, CLERK
1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida 32456

MEMORANDUM

TO: Gulf County Board of County Commissioners
FROM: Rebecca L. Norris *RLN*
TOPIC: Inventory
DATE: October 4, 2013

We are asking permission to remove item #10-365; asset #3058; HP Design Jet 815 MFP Plat Machine; S/N DK39F1101N; Model #Q1278A from the Clerk inventory, and transfer to the Planning Department for parts.

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 OCT -4 PM 4:27

10/22/13 LL

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

118

Initiating Department: TAX COLLECTOR

Check type of Activity below:

- Asset Acquisition
 - Asset Purchase _____
 Amount Invoice# Invoice Date Vendor Name
 Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment
- Asset Donation _____
 Donation From Asset Description Value
- Improvement to Existing Asset _____
 Describe the Need For and Description Of the Improvement, Attach a copy if necessary
- Asset Transfer To
 - Receiving Department -- Name _____
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal
 - Retired (check reason) Retirement Reason: Obsolete / No longer needed
 - Sold Non-Repairable
 - Trade-in Repair Not Cost Effective
 - Donate Cannibalized
 - Return to other Government Other

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT -3 PM 12: 59

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
TAX COLL/WEWA	40-8	BLACK SHELF	N/A
TAX COLL/WEWA	40-7	CABINET	N/A
TAX COLL/WEWA	40-18	BLACK DRAWER	N/A

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

Other Information : _____

<p align="center">Department / Location Approval</p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p><u>Shirley Jenkins</u> Department Head Signature *</p> <p><u>10/3/13</u> Date</p> <p><small>* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</small></p>	<p align="center">Board of County Commissioners Consent Agenda Approval</p> <p align="center">_____ Date</p> <p align="center"><i>Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</i></p>
--	---

Office of the Clerk of Circuit Court

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

118

10/22/13 u

INVOICE Number 1637

2013 OCT 15 AM 10: 52



mrd associates, inc.

Coastal, Marina & Water Resources Engineering

543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
850.654.1555 • (fax) 654.0550

September 30, 2013

Mr. Donald Butler, Chief Administrator
Gulf County Board of County Commissioners
1000 Cecil G. Costin, Sr. Boulevard
Port St. Joe, Florida 32456

Project Name: St. Joseph Peninsula Post-Construction Shorebird Monitoring Services
Project Number: 13-210
Invoice Period: February 15, 2013 to August 14, 2013

Description of Professional Services:

Item Description	Percent Complete This Period	Item-Total
Task 5.0. Shorebird Monitoring Program		
<i>Budget</i> \$ 5,800.00 (100.0%)		
<i>Prior Billing</i> \$ 0.00 (0.0%)		
<i>Available Balance</i> \$ 5,800.00 (100.0%)	50.0%	\$ 2,900.00
DUE WITHIN 30 DAYS OF RECEIPT	TOTAL INVOICE	\$ 2,900.00

Please remit payment of **\$ 2,900.00** to the address shown in the letterhead. Should you have any questions regarding this invoice, please contact me at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski, P.E.
Principal Engineer

APPROVED FOR PAYMENT

Date 10/15/13 D.H. [Signature]

Acct. # 28039-31000

Fy 12-13

#2,900.⁰⁰

cc: Jennifer Jenkins, Gulf County Tourist Development Council
Lynn Lanier, Deputy Administrator

INVOICE NUMBER 271 0054502
 INVOICE DATE 9/24/13
 CUSTOMER# (BILL TO) 864482
 A/R NUMBER
 CUSTOMER

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

121

RTE# U3360
 GULF CO OLD COURT HOUS



PAYMENT AMOUNT \$ _____

2710054502

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0054502 9/24/13 CHARGE # 591563

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 GULF CO OLD COURT HOUSE
 222 N. 2ND ST.
 WEWAHITCHKA FL 32465

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 GULF CO OLD COURT HOUSE
 222 N. 2ND ST.
 WEWAHITCHKA FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# U3360

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
		MAT 4X6 SCRAPER		1	4.75			3/10	1	
		SYN 4X6 MAT		4	14.80			3/10	4	
		DEFE CHARGE			2.56					
		INVOICE SUB-TOTAL			22.11					
		TOTAL SERVICE CHANGES			<u>0</u>					
		AMOUNT DUE			<u>22.11</u>					

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN

Stephanie Wong

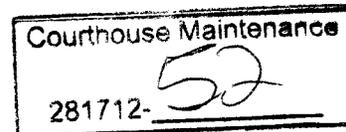
SOIL PICK UP COUNT SH _____ PT _____ DT _____ NO _____

7 AANK 5 SKS

To Our Valued Customers: Due to the steady increase in energy related costs, which has affected many portions of our cost structure, we find it necessary to increase your pricing, effective with this delivery.

Steve M...

FILED FOR REC. CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA
 REBECCA L. NORRIS
 2013 OCT -8 AM 10:11



121
 10/22/13 CC

INVOICE NUMBER 271 0054998
 INVOICE DATE 10/01/13
 CUSTOMER# (BILL TO) 864483
 A/R NUMBER
 CUSTOMER

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

122

RTE# 83260
 GULF CO ROAD -WIPER/PA



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

PAGE 001

INVOICE	DATE	PAYMENT TERMS	PURCHASE ORDER	CONTRACT
271 0054998	10/01/13	CHARGE		# 633734

T O P
 864483
 GULF CO ROAD -WIPER/PAPER
 1000 FL 71
 BOBBY KNEE
 PORT SAINT JOE FL 32456

B I L L T O
 864483
 GULF CO ROAD -WIPER/PAPER
 1000 FL 71
 BOBBY KNEE
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# 83260

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					

BAGGED 18X18 WIPERS 11.25 3/10

INVOICE SUB-TOTAL 11.25

TOTAL SERVICE CHANGES _____

AMOUNT DUE 11.25

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

FILED FOR RECORD
 REBECCA MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT -8 AM 10:06

Blake Lewis
 Fleet Maintenance
 28151912- 52

10/20/13 122 LL

INVOICE NUMBER 271 0054999
 INVOICE DATE 10/01/13
 CUSTOMER# (BILL TO) 864488
 A/R NUMBER
 CUSTOMER

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

123

RTE# B3240

GULF COUNTY



27100549993

PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0054999 10/01/13 CHARGE # 633734

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 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

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 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3240

LKR/ DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0007	3	PATTY JONES			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0008	4	RICKY DAVIS			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	7	LARRY BAKER			6.73			3/10		
		LS SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0015	8	SCOTT GORTMAN			6.19			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0018	9	RAYMOND ATCHISON			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0019	10	DAVID GREEN			6.19			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0020	11	CHRIS WOOD			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0021	12	JAMES HYSMITH			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0022	13	PHILLIP NUNNERY			6.19			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0024	15	WOODY CHERRY			8.82			6/13		
		LS SHIRT-65/35		9						
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
		PANTS-DENIM-JEAN		9						

123

INVOICE NUMBER 271 0054999
 INVOICE DATE 10/01/13
 CUSTOMER# (BILL TO) 864488
 A/R NUMBER
 CUSTOMER

REMIT TO:
 UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

124

RTE# B3240
 GULF COUNTY



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

PAGE 002

INVOICE 271 0054999 DATE 10/01/13 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

COPIES
 864488
 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

BILL TO
 864488
 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3240

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					

INVOICE SUB-TOTAL 55.27

TOTAL SERVICE CHANGES

AMOUNT DUE 55.27

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN *J.K. Collinsworth*

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:42

10/24/13 *es* **124**

INVOICE NUMBER 271 0055488
 INVOICE DATE 10/08/13
 CUSTOMER# (BILL TO) 864488
 A/R NUMBER
 CUSTOMER

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

125

RTE# B3240
 GULF COUNTY



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0055488 10/08/13 CHARGE # 633734

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 BOBBY KNEE
 PORT ST. JOE FL 32465

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 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3240

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0007	3	PATTY JONES			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0008	4	RICKY DAVIS			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	7	LARRY BAKER			6.73			3/10		
		LS SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0015	8	SCOTT GORTMAN			6.19			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0018	9	RAYMOND ATCHISON			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0019	10	DAVID GREEN			6.19			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0020	11	CHRIS WOOD			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0021	12	JAMES HYSMITH			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0022	13	PHILLIP NUNNERY			6.19			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0024	15	WOODY CHERRY			8.82			6/13		
		LS SHIRT-65/35		9						
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
		PANTS-DENIM-JEAN		9						

125
 10/22/13 LL

INVOICE NUMBER 271 0055488
 INVOICE DATE 10/08/13
 CUSTOMER# (BILL TO) 864488
 A/R NUMBER
 CUSTOMER GULF COUNTY

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

126

RTE# B3240



2710055488/

PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 002
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE	DATE	PAYMENT TERMS	PURCHASE ORDER	CONTRACT
271 0055488	10/08/13	CHARGE		# 633734

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864488
 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

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 GULF COUNTY
 1000 CECIL G. COSTIN BLVD
 BOBBY KNEE
 PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3240

LKR/ DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					

INVOICE SUB-TOTAL 55.27

TOTAL SERVICE CHANGES

AMOUNT DUE

55.27

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN

Sherry Paul

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

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

2013 OCT 16 AM 11:41

APPROVED FOR PAYMENT

Date 10/15/13 D.H. PS

Acct. # _____

126

INVOICE NUMBER 271 0055000
 INVOICE DATE 10/01/13
 CUSTOMER# (BILL TO) 864492
 A/R NUMBER
 CUSTOMER

REMIT TO:

UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

127

RTE# B3230

GULF COUNTY



PAYMENT AMOUNT \$ _____

2710055000K

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0055000 10/01/13 CHARGE # 633734

SHIP TO
 864492
 GULF COUNTY
 1001 CECIL G. COSTIN BLVD
 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

BILL TO
 864492
 GULF COUNTY
 1001 CECIL G. COSTIN BLVD
 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0002	1	KEN BLAND			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0006	3	ROBERT THOMAS			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0007	4	HARLAN HADDOCK			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0009	5	JAKE LEWIS			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0010	6	RICK SUMMERS			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0011	7	JIMMY PORTER			4.23			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-WESTERN-JEANS		9						
0013	8	ZEBEDE ADDISON			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	9	DOUG KELLY			7.79			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
		PANT-PLEATED-SHORTS		5						
0015	10	LARRY YOUNG			4.23			3/10		
		LS SHIRT-65/35		9						
		PANTS-65/35		9						
0016	16	JAMES VICKERS			3.69			8/13		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0017	17	ANDY PITTS			4.59			9/13		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0020	11	BRYAN HOBBS			4.59			3/10		
		S. S. SHIRT-65/35		9						

127

INVOICE NUMBER 271 0055000
 INVOICE DATE 10/01/13
 CUSTOMER# (BILL TO) B64492
 A/R NUMBER
 CUSTOMER GULF COUNTY
 RTE# B3230

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

128



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 002
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

INVOICE 271 0055000 DATE 10/01/13 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

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 GULF COUNTY
 1001 CECIL G. COSTIN BLVD
 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

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 GULF COUNTY
 1001 CECIL G. COSTIN BLVD
 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP	
				QTY.	AMOUNT						
0022	13	PANTS-DENIM-JEAN		9							
		TITUS WILLIAMS			3.69			3/10			
		S. S. SHIRT-65/35		9							
		PANTS-65/35		9							
0024	14	TONY LARRY			4.59			3/10			
		S. S. SHIRT-65/35		9							
		PANTS-DENIM-JEAN		9							
INVOICE SUB-TOTAL						63.14					

TOTAL SERVICE CHANGES _____

AMOUNT DUE 63.14

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:42

CONFIRM
 DATE 10/21/13 128

VOICE NUMBER 271 0055489
 VOICE DATE 10/08/13
 CUSTOMER# (BILL TO) 864492
 A/R NUMBER
 CUSTOMER GULF COUNTY

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

129

RTE# 33230



PAYMENT AMOUNT \$ _____

2710055489+

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0055489 10/08/13 CHARGE # 633734

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 1001 CECIL G. COSTIN BLVD
 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

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 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
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0002	1	KEN BLAND			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0006	3	ROBERT THOMAS			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0007	4	HARLAN HADDOCK			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0009	5	JAKE LEWIS			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0010	6	RICK SUMMERS			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0011	7	JIMMY PORTER			4.23			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-WESTERN-JEANS		9						
0013	8	ZEBEDE ADDISON			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	9	DOUG KELLY			7.79			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
		PANT-PLEATED-SHORTS		5						
0015	10	LARRY YOUNG			4.23			3/10		
		LS SHIRT-65/35		9						
		PANTS-65/35		9						
0016	16	JAMES VICKERS			3.69			8/13		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0017	17	ANDY PITTS			4.59			9/13		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0020	11	BRYAN HOBBS			4.59			3/10		
		S. S. SHIRT-65/35		9						

129

10/22/13 LL

INVOICE NUMBER 271 0055489
 INVOICE DATE 10/08/13
 CUSTOMER# (BILL TO) 864492
 A/R NUMBER
 CUSTOMER GULF COUNTY

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL

130

RTE# B3230



PAYMENT AMOUNT \$ _____

2710055489+

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

PAGE 002

INVOICE 271 0055489 DATE 10/08/13 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

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PORT SAINT JOE FL 32456

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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP	
				QTY.	AMOUNT						
0022	13	PANTS-DENIM-JEAN		9							
		TITUS WILLIAMS			3.69			3/10			
		S. S. SHIRT-65/35		9							
		PANTS-65/35		9							
0024	14	TONY LARRY			4.59			3/10			
		S. S. SHIRT-65/35		9							
		PANTS-DENIM-JEAN		9							
INVOICE SUB-TOTAL						63.14					

TOTAL SERVICE CHANGES _____
 AMOUNT DUE 63.14

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN Sherry Paul
 SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:41

APPROVED FOR PAYMENT
 Date 10/15/13 D.H. [Signature]
 Acct. # _____

130

INVOICE NUMBER
INVOICE DATE
CUSTOMER# (BILL TO)
A/R NUMBER
CUSTOMER

271 0055002
10/01/13
864498

REMIT TO:

UniFirst Corporation
17740 ASHLEY DR. STE 107
PANAMA CITY BEACH FL

32413 **131**

RTE# 83210

GULF COUNTY DUST ACCOU



PAYMENT AMOUNT \$ _____

2710055002

- Please Detach and Return With Payment -



UniFirst Corporation
17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
271 0055002 10/01/13 CHARGE # 633734

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LYNN STEPHENS
PORT SAINT JOE FL 32456

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1000 CECIL G COSTIN BLVD
LYNN STEPHENS
PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# 83210

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
		LOGO MAT 3X5 GULF CO		6	30.00			2/11	6	
		LOGO MAT 4X6 GULF CO		5	36.75			2/11	5	
		DISPENSER 2000M SOAP		2				3/10		
		SUPROMX HVDUTY HND		2	5.50			3/10		
INVOICE SUB-TOTAL					72.25					

TOTAL SERVICE CHANGES

AMOUNT DUE

72.25

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN

K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ QT _____ NO _____

Stu m

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

2013 OCT -8 AM 10:11

Courthouse Maintenance
281712- 52

131
10/24/13

INVOICE NUMBER 271 0055001
 INVOICE DATE 10/01/13
 CUSTOMER# (BILL TO) 864495
 A/R NUMBER
 CUSTOMER GULF COUNTY

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32411

132

RTE# B3220



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0055001 10/01/13 CHARGE # 633734

S H I P T O
 864495
 GULF COUNTY
 100 FL 71
 STEVE MORK
 PORT SAINT JOE FL 32456

B I L L T O
 864495
 GULF COUNTY
 100 FL 71
 STEVE MORK
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3220

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0001	1	STEVE MORK S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0002	2	LUTHUS HAND S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.86			3/10		
0004	3	STACY HANLON S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0005	4	BILL HAUN S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0006	5	RAYMOND HART S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0007	6	PATRICK CARPENTER S. S. SHIRT-65/35 JEAN RELAX FIT-100% C		9	5.04			3/10		
0009	7	SAM BROWN S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0010	8	TEDDY KEMP S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0012	9	TONY PRICE S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		

132

VOICE NUMBER 271 0055001
 VO DE DATE 10/01/13
 CUSTOMER# (BILL TO) 864495
 A/R NUMBER
 CUSTOMER

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL

32 **133**

RTE# B3220
 GULF COUNTY
 PAYMENT AMOUNT \$ _____



- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

PAGE 002

INVOICE 271 0055001 DATE 10/01/13 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

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 STEVE MORK
 PORT SAINT JOE FL 32456

BILL TO
 864495
 GULF COUNTY
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 STEVE MORK
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3220

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
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INVOICE SUB-TOTAL 42.03

TOTAL SERVICE CHANGES _____

AMOUNT DUE 42.03

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:42

10/21/13 **133**

INVOICE NUMBER 271 0055490
 INVOICE DATE 10/08/13
 CUSTOMER# (BILL TO) 864495
 A/R NUMBER
 CUSTOMER

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

134

RTE# B3220

GULF COUNTY



PAYMENT AMOUNT \$ _____

2710055490X

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0055490 10/08/13 CHARGE # 633734

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 PORT SAINT JOE FL 32456

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 STEVE MORK
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3220

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0001	1	STEVE MORK S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0002	2	LUTHUS HAND S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.86			3/10		
0004	3	STACY HANLON S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0005	4	BILL HAUN S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0006	5	RAYMOND HART S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0007	6	PATRICK CARPENTER S. S. SHIRT-65/35 JEAN RELAX FIT-100% C		9	5.04			3/10		
0009	7	SAM BROWN S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0010	8	TEDDY KEMP S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0012	9	TONY PRICE S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		

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INVOICE NUMBER 271 0055490
NVD DE DATE 10/08/13
CUSTOMER# (BILL TO) 864495
A/R NUMBER
CUSTOMER

REMIT TO: UniFirst Corporation
17740 ASHLEY DR. STE 107
PANAMA CITY BEACH FL

32135

RTE# B3220

GULF COUNTY



PAYMENT AMOUNT \$ _____

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- Please Detach and Return With Payment -



UniFirst Corporation
17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

PAGE 002

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
271 0055490 10/08/13 CHARGE # 633734

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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3220

LKR/ DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
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INVOICE SUB-TOTAL 42.03

TOTAL SERVICE CHANGES

AMOUNT DUE

42.03

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN

Steve Paul

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

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

2013 OCT 16 AM 11:41

APPROVED FOR PAYMENT

Date 10/15/13 D.H. B

Acct. # _____

135

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

Don Butler, County Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-5334 • EMAIL: dbutler@gulfcounty-fl.gov

Memorandum

To: Gulf County Board of County Commissioners
From: County Administrator, Don Butler
Date: 10/12/2013
Re: County Administration Policy

Following the vote of the Board of Commissioners at its regular meeting on September 10, 2013, the proposed policy set forth below memorializes the instructions and action taken by this Board:

**GULF COUNTY BOARD OF COUNTY COMMISSION ADMINSTRATOR
SUPERVISION, ASSIGNMENT AND DAILY OPERATIONAL POLICY**

PURPOSE, PROCEDURE AND APPLICABILITY:

The purpose of the policy is to enable the county administrator the ability and delegation of authority from the Board of County Commission for the daily supervision, oversight and operational control of county personnel.

The delegation of the daily operational tasks and management are assigned to the administrator by the Commission with the intent and purpose of facilitating a consistent and authorized scope of work and completion of required county staff functions. This policy is applicable to all Gulf County commissioners, county employees, county vendors and professionals under the direction and supervision of the county administrator.

UPDATES:

Future updates to this policy will be the responsibility of the Board of County Commissioners through proper motion, vote and adoption of any amendments or revisions.

POLICY:

It is the general policy of Gulf County, Florida that the county administrator provide the daily supervision, oversight and management of all county personnel and staff and to do so in a structured, efficient, ethical, and legal manner as he or she deem appropriate in their professional capacity.

Absent the express direction, vote and action of the Board of County Commissioners in a public meeting, the county administrator is authorized as the designated county personnel to administer the daily assignment, management, oversight and operations of the county staff, vendors, subcontractors and designated professionals.

The county administrator is designated as the county personnel to determine and best facilitate the regularly required tasks and scope of services by all the various county departments. The county administrator shall be permitted to receive requests and inquiries from both the Commission and staff with regard to any and all extraordinary services and projects, and determine whether they are within the scope of daily operations for the county.

The county administrator is permitted by this enacted policy to review each request for county staff assistance and/or services from the Commission and provide the directive to provide the service as appropriate and customary in the functions by the county staff. Alternatively, the request or issue may be placed before the commission by a commissioner or the administrator at a regularly scheduled public meeting. Thereafter, the commission may provide further direction and authority to the administrator to allocate county staff and resources on a project that may or may not have been preapproved by the administrator.

Adopted in open session this _____ day of _____, 2013.

_____ Date _____
Chairman of the Gulf County Board of County Commissioners

_____ Date _____
Attest to Chairman's signature: Deputy Clerk of Court



GULF COUNTY TAX COLLECTOR

SHIRLEY J. JENKINS, CFC
TAX COLLECTOR
sjjgulfcotxcoll@gulfcountry-fl.gov

Port St. Joe Office

1000 Cecil G. Costin Sr Blvd Rm 100
Port St. Joe, FL 32456
Telephone: (850) 229-6116 / 229-6652
Fax: (850) 229-9224

Wewahitchka Office

P.O. Box 681
Wewahitchka, FL 32465
Telephone: (850) 639-2655
Fax: (850) 639-6977

October 3, 2013

**Honorable Tynalin Smiley, Chairman
Gulf County Board of County Commissioners
Gulf County Court House
Port St. Joe, Florida 32456**

Re: Extension of Tax Roll – 2013 – Gulf County

As provided by Florida Statutes 197.323, I am requesting the Gulf County Board of County Commissioners to allow me to extend the 2013 Tax Rolls prior to completion of the valuation of the adjustment board hearings.

This will allow me to mail the tax bills on or before November, 2013 and allow timely payments by taxpayers. This also allow collection of revenues for the various taxing authorities.

Thank you,

**Shirley J. Jenkins, CFC
Gulf County Tax Collector**

**Cc: Honorable Mitch Burke
Gulf County Property Appraiser**

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 OCT -3 AM 10:41



MEMORANDUM

To: Gulf County Board of County Commissioners
 From: Jennifer Jenkins, Executive Director GCTDC
 Date: October 22, 2013
 RE: 2013 – 2014 Marketing Funds Allocation

As approved by the GCTDC Advisory Council, marketing funds for the 2013 – 2014 fiscal year have been allocated into four buckets: Paid, Owned, Earned and Shared Media. The dollar breakdown is as follows:

	Amount	Percent
Paid Media	\$285,000.00	68%
Owned	\$31,500.00	8%
Earned Media	\$45,500.00	11%
Shared	\$54,500.00	13%
TOTAL	\$416,500.00	100%

The program will be developed, designed and implemented through a joint effort with the GCTDC Team and **no luggage**, our social and digital media agency of record. Total costs for **no luggage** through September 31, 2014 will not exceed \$164,000 for their social and earned media services, media planning services, strategy development and production of necessary tools to implement the program including but not limited to custom eBlasts, virtual blogger media kit and PR tools.

A cost breakdown is attached detailing the expected spend per month and the billing schedule for no luggage. All funds have been budgeted accordingly in the GCTDC's 2013 – 2014 annual budget.

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:43

2013 - 2014 Advertising Breakdown

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
SEM	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 8,500.00	\$ 84,000.00
Digital Adv/Niche	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,250.00	\$ 8,250.00	\$ 84,000.00
Shared	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00
Owned	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 31,500.00
PR	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 13,000.00
Print	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
TV	\$ -	\$ -	\$ 18,000.00	\$ 26,000.00	\$ 24,500.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 17,000.00	\$ 17,000.00	\$ 18,250.00	\$ 20,750.00	\$ 252,500.00
Total	\$ 24,000.00	\$ 24,000.00	\$ 18,000.00	\$ 26,000.00	\$ 24,500.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 17,000.00	\$ 17,000.00	\$ 18,250.00	\$ 20,750.00	\$ 252,500.00

Live	
Active	
Maintenance	

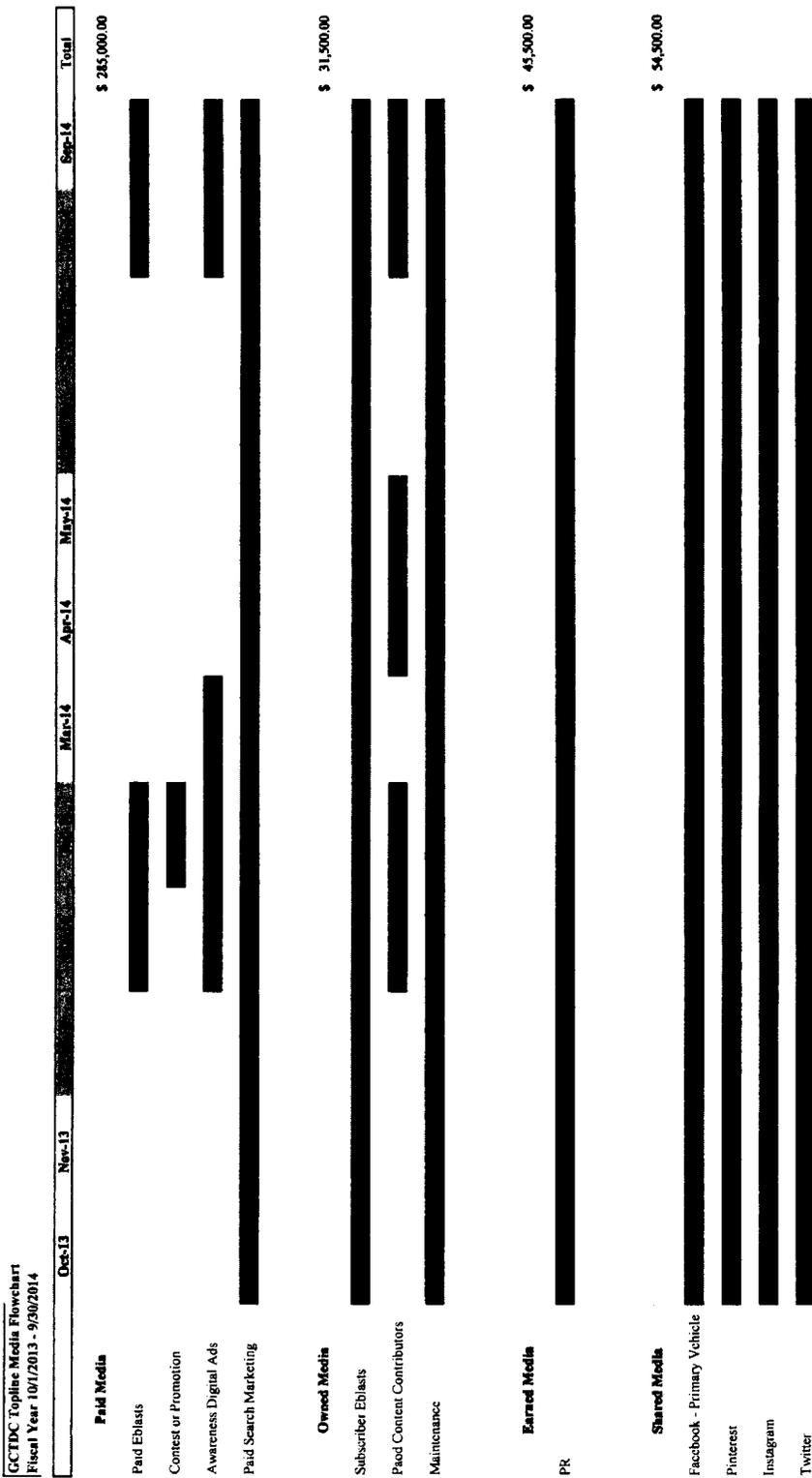
Gulf County TDC No Loggage Services and Production Billing Schedule
Fiscal Year 10/1/2013 - 9/30/2014

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total
Paid Projects	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 87,000.00
Earned Projects	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 32,500.00
Shared Projects	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,000.00	\$ -	\$ 44,500.00
Total	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 7,500.00	\$ 12,000.00	\$ 2,000.00	\$ 4,000.00	\$ 24,500.00	\$ 24,000.00	\$ -	\$ 164,000.00

	Budget	Percent
Paid Media	\$ 285,000.00	68%
Owned	\$ 31,500.00	8%
Earned Media	\$ 45,500.00	11%
Shared	\$ 54,500.00	13%
Total	\$ 416,500.00	100%



2013 - 2014 Advertising Breakdown





MEMORANDUM

To: Gulf County Board of County Commissioners
 From: Jennifer Jenkins, Executive Director GCTDC
 Date: October 22, 2013
 RE: Amendment to Sponsorship & Special Funding Reimbursement

During the recent GCTDC Advisory Council meeting on Friday, October 4, 2013, it was discussed to amend the reimbursement language of the GCTDC's Sponsorship & Special Funding program. Specifically the changed language would be in the **MANDATORY section item 5 line b** to allow for businesses to attach copies of their receipt as the original invoice/request for reimbursement. Most organizations need the original receipts for their tax purposes.

Currently the language reads:
Original copies of invoices to be reimbursed.

Proposed language change is as follows:
Original invoices with copies of paid receipts (and back-up documentation) to be reimbursed.

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 OCT 16 AM 11:45

10/22/13

SAVE THE DATE

Call for Topics & Award Nominations

THE 2014 NATIONAL HURRICANE CONFERENCE

April 14-17, 2014

Hilton Orlando • Orlando, FL

Exhibit Hall Open April 15-16

The nation's forum for education and professional training
in hurricane and disaster preparedness!
For detailed information, please visit www.HurricaneMeeting.com

SAVE THE DATE

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

2013 OCT 16 AM

CONSENT
DATE: 10-22-13
25

The nation's forum for education and professional training
in hurricane and disaster preparedness!
For detailed information, please visit www.HurricaneMeeting.com



PREBLE-RISH INC

September 11, 2013

Via Email at dbutler@gulfcounty-fl.gov

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

RE: Stumphole Revetment Phase VI
Professional Services Proposal
Preble-Rish Project No. 003.252

Dear Mr. Butler:

Preble-Rish, Inc. (PRI) is pleased to provide this Professional Services Proposal for your consideration. It is our understanding the County intends to construct approximately 330 LF of rock revetment on the north end of the previously constructed section of the Stumphole. The construction will begin in November 2013 and be completed before May 2014 to avoid turtle nesting season. The current ACOE and FDEP permits are set to expire near the end of 2013 and will need to be extended. The following is a list of our proposed scope of services and associated fees to complete this project.

A. <u>Permitting</u>	\$ 4,500.00
1. Prepare and submit all required information to ACOE and FDEP for permit extension request.	
B. <u>Bidding</u>	\$ 7,000.00
1. Prepare Construction Drawings and Technical Specifications	
2. Conduct a pre-bid conference with all prospective bidders	
3. Review bids and make award recommendation to the County	
C. <u>Construction Administration and Inspection</u>	\$76,800.00
1. Provide resident inspection services during construction	
2. Review and approve Contractor pay requests	
3. Prepare and submit the required monthly progress reports to FDEP	
4. Review and approve Contractor supplied as-builts and submit the required certification to FDEP	
TOTAL:	\$88,300.00

We appreciate the opportunity to provide continuing engineering services to Gulf County. If this proposal is acceptable to you, please sign in the space provided below. Should you have any questions or need additional information, please give me a call at (850) 227-7200.

Sincerely,

PREBLE-RISH, INC


Clay Smallwood
Project Manager

ACCEPTED BY:

Don Butler
Gulf County Administrator

CS/sj

Cc: Towan Kopinsky, Grant Writer/Coordinator (via email tkopinsky@gulfcounty-fl.gov)
Ralph Rish, President, PRI (via email rishr@preble-rish.com)

K:\003.252 Stumphole Revetment Ph VI\Proposal\091113 GC.doc

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 OCT 16 AM 11:46

AGENDA
10/22/13 

Gulf County
324 Marina Drive
Port St. Joe, FL 32456

850.227.7200
850.227.7215

Bay County
203 Aberdeen Parkway
Panama City, FL 32405

850.522.0644
850.522.1011

Walton County
877 CR 393 North
Santa Rosa Beach, FL 32459

850.267.0759
866.557.0076

Gadsden County
20 East Washington Street
Quincy, FL 32351

850.875.4751

Calhoun County
20684 Central Avenue East
Blountstown, FL 32424

850.674.3300

Wakulla County
36 Jasper Thomas Road
Crawfordville, FL 32327

850.528.0300

Jefferson County
Garden Square
187 East Walnut Street
Monticello, FL 32344

850.997.2175

Dixie County
23414 SE 349 Hwy
P.O. Box 3
Suwannee, FL 32692

352.542.2414

Okaloosa County
2110 Lewis Turner Boulevard
Ft. Walton Beach, FL 32547

850.200.4783

Baldwin County
27154 Pollard Road
Daphne, AL 36526

251-626-2122

PUBLIC NOTICE

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

**AN ORDINANCE OF GULF COUNTY, FLORIDA,
ENTITLED PUBLIC PARTICIPATION AT BOARD
MEETINGS; PROVIDING FOR REPEALER,
SEVERABILITY, MODIFICATIONS THAT MAY ARISE
FROM CONSIDERATION AT PUBLIC HEARING; AND
PROVIDING FOR AN EFFECTIVE DATE.**

Complete Ordinances on file in the Clerk's Office

A public reading, introduction and public hearing will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, October 22nd at 9:00 a.m. est. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

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

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

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

BY: TYNALIN SMILEY, CHAIRMAN

Ad Date: October 11, 2013

Ad #2013-115

Publish in Legals

Invoice: Gulf County Board of County Commissioners

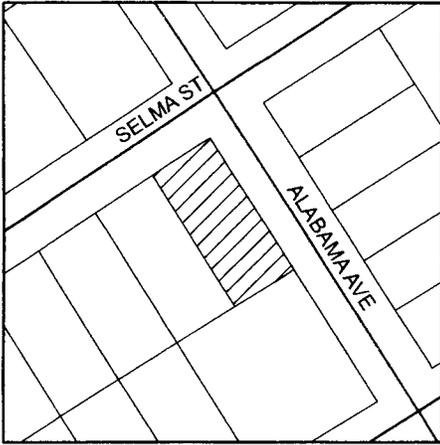
PDRB AGENDA
October 21, 2013
Amended October 15, 2013

8:45 am Eastern in the BOCC Meeting Room

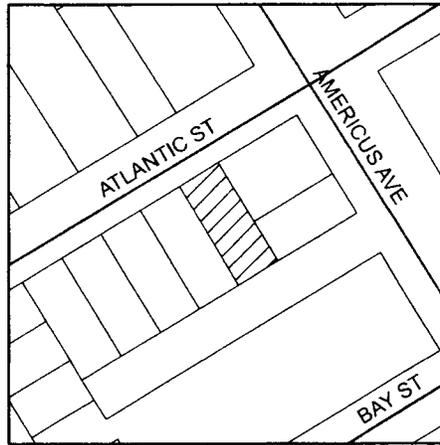
1. Approval of September 16, 2013 Minutes
2. Variance - Thomas and Paula Bush - for Parcel ID #03410-000R- (Overstreet) Located in Section 31, Township 5 South, Range 11 West, Gulf County, Florida - Road setback encroachment to accommodate building on a substandard lot.
3. Preliminary Plat Approval for a Minor Subdivision - Tyler W. Smith - for Parcel ID #06268-025R and #06268-022R - (Cape San Blas) Located in Section 7, Township 9 South, Range 11 West, Gulf County, Florida - 2.22 Acres - A 6 unit development with no road infrastructure.
4. Variance - John Trautwein - for parcel ID #04038-050R - (St. Joe Beach) Located in Section 5, Township 7 South, Range 11 West, Gulf County, Florida - Encroachment into setbacks.
5. Variance - Douglas & Barbara Cooksey - for Parcel ID #03898-002R - Located in Section 5, Township 7 South, Range 11 West, Gulf County, Florida - Road setback encroachment to add screen porch.
6. Small Scale Map Amendment - for Parcel ID # 01045-100R - Carmen Mclemore - Chipola River - Section 35, Township 5 South, Range 9 West, Gulf County, Florida - Land Use Change from Conservation to Residential.
7. County Development Regulations and Policies (LDR)
8. Staff, Public and Open Discussion

13 OCT 15 AM 11:06

Variance - John Trautwein



Variance - Douglas & Barbara Cooksey



Variance - Bush



Preliminary Subdivision - Smith

