

CONSENT AGENDA

January 8, 2013

1. Minutes – October 25, 2012 – Regular Meeting 1-15
 - November 2, 2012 – Emergency Meeting 16-17
 - November 13, 2012 – Regular Meeting 18-25
 - November 26, 2012 – Supplemental Budget Hearing 26-29

2. Approval of Checks and warrants for December, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.

3. Agreement – FL Department of Environmental Protection (St. Joseph Peninsula Beach Restoration Project). 30-56
 - Agreement – State of Florida, Division of Emergency Management (Disaster Relief Funding Agreement * Contract No. 13-IS-3S-02-33-02-548 * Hurricane Isaac * FEMA-4084-DR-FL). 57-81
 - Agreement – One Way Fitness Center (Employee Fitness Membership) 82-83

4. Appointment – Emergency Food & Shelter Board (Stephanie Richardson, James Kennedy, David Richardson, and Chairman Tan Smiley) 84

5. Inventory – Fire Coordinator (Return to Public Works 2004 Chevrolet Truck * VIN #1GCEC14V14Z187016 * Tag #213657 * Transfer from Jail to Fire Coordinator 2004 Ford Crown Vic * VIN #2FAFP71WX4X120922 * Tag #TC1895) 85

6. Invoices – Department of Management Services – Fire Coordinator Retirement (Invoice #186764 * \$2,385.21 * Invoice #186765 * \$8.82 * to be paid from Account #314522-22000) 86-88
 - Sniffen & Spellman, P.A. – Professional Litigation Services (Invoice #9853 * \$171.00 * to be paid from Account #21111-31300) 89

7. Meetings – Early Learning Coalition 90

8. Refund – Planning Department – Variance (Bill Hinds * \$75.00) 91-92

9. Resolution No. 2012-43 (Ratification for Restore Consortium 8 County Resolution Revised Formula) 93-102

OCTOBER 25, 2012

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 William C. Williams, III, Vice Chairman Tan Smiley, and Commissioners Carmen L. McLemore, Ward McDaniel, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, E.D.C./Chamber Director Barry Sellers, Gulf County E.M.S. Director Houston Whitfield, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish Engineer Clay Smallwood, Public Works Director Joe Danford, Public Works Director Jake Lewis, Sheriff Joe Nugent, and Sheriff's Office Major Bobby Plair, T.D.C. Director Jennifer Jenkins.

Sheriff Nugent called the meeting to order at 8:00 a.m., E.T.

Planner Richardson opened the meeting with prayer, and Chairman Williams led the Pledge of Allegiance to the Flag.

FLORIDA FOREST SERVICE – ANNUAL REPORT

Bryce Thomas, of the Florida Department of Agriculture and Consumer Services appeared before the Board and presented the annual report for Florida Forest Service (complete report on file in the Clerk's Office).

CONSENT AGENDA

Upon motion by Commissioner McDaniel, second by Commissioner Yeager, and unanimous vote, the Board approved the Consent Agenda after replacement of Item #7 (page 44 Bay County Board of County Commissioners – Medical Examiner Services October, 2012 \$3,507.12) with a corrected invoice as follows:

1. Minutes - September 25, 2012 – Regular Meeting
- October 1, 2012 – County/City Joint Workshop
2. Agreement – Florida Department of Transportation (Off System Project)
3. Budget Amendment #1 – Mosquito Control

4. Change Order #1 – Emerald Coast Striping, LLC (Bid #1112-18 *
Miscellaneous Striping Project * Increase \$35,366.00)
5. Grant – Emergency Management (State Homeland Security Grant Contract
#EMW-2012-SS-00109-S01 * \$14,200.00)
6. Inventory – Wewa E.M.S. (Dispose * #220-138 * Computer HP * S/N X305A039)
7. Invoices - Agency for Health Care Administration Florida Medicaid (1st
Quarter FY 2012-2013 * \$3,911.00 * to be paid from
Account #42562-81000)
 - Bay County Board of County Commissioners – Medical Examiner
Services (October, 2012 * \$3,442.00 * to be paid from
Account #39927-31000)
 - Coastal Parasail – Beach Raking (Invoice #12007 * \$2,500.00 * to
be paid from Account #27452-46100)
 - Coastal Parasail – Beach Raking (Invoice #120006 * \$3,000.00 *
to be paid from Account #27452-46100)
 - Gulf County Transportation (Sept 1-30, 2012 * FY 2011-2012 *
\$1,551.16 * to be paid from Account #51363-82005)
 - Legal Services of North Florida (July 1 – September 30, 2012 *
\$643.51 * to be paid from Account #71015-82000)
 - Life Management Center (June, 2012 * Batch #111212 * \$497.36
* to be paid from Account #51363-31300)
 - Life Management Center (August, 2012 * Batch #121302 * \$443.06
* to be paid from Account #51363-31300)
 - North Florida Construction, Inc. – Stumphole Revetment Phase V
– DREF (Application #3 * to be paid from Account
#113538-34000)
 - Port St. Joe Redevelopment Agency – TIF Revenue Request
(FY 2012-2013 * \$124,301.00)

- Sniffen & Spellman, P.A. - Legal Services (Invoice #9452 * \$393.51 * to be paid from Account #21111-31200)
 - The Ferguson Group, LLC – Federal Lobbyist (Invoice #1112171 * \$6,500.00 * to be paid from Account #21111-31200)
 - The Ferguson Group, LLC – Federal Lobbyist (Invoice #0912571 * \$67.02 * to be paid from Account #21111-31200)
8. Letter of Support – R.W.S.A.C. Regional Rural Development Grant (Sherri Martin, FL Department of Economic Opportunity)
 9. Recommendation – Gulf County Restore Act Committee
 10. Resolution – Deepwater Horizon Oil Spill Settlement as follows:

RESOLUTION NO. 2012-37

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA WHICH SUPPORTS CONGRESSIONAL INTENT THAT FINES DERIVED FROM A SETTLEMENT RELATED TO THE DEEPWATER HORIZON OIL SPILL BE DIRECTED TOWARD THE GULF'S ECOLOGICAL AND ECONOMIC RECOVERY UNDER THE LOCAL INPUT AND CONTROL GUIDELINES ESTABLISHED BY LAW.

WHEREAS, on July 6, 2012 President Obama signed in to law the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE) of the Gulf Coast Act.

WHEREAS, in passing and signing into law the RESTORE ACT, Congress and the President recognized the significant environmental and economic impacts brought upon the Gulf Region in the wake of the Deepwater Horizon Oil Spill.

WHEREAS, the RESTORE ACT gives communities harmed by the spill flexibility in determining how to use funds granted to them through Clean Water Act penalties.

WHEREAS, we have learned that federal officials are discussing a settlement agreement with BP that would direct penalties under the Oil Pollution Act through a Natural Resource Damage Assessment (NRDA), reducing the amount paid in civil penalties for violating the Clean Water Act and undermining Congressional intent and our recovery.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gulf County Florida supports full implementation of the RESTORE Act, oppose any effort to undermine Congress's direction to distribute the majority of penalties paid by those responsible for the Deepwater Horizon Oil Spill back to Gulf communities, and directs that a copy of this resolution be transmitted to the following: the President of the United States, the Department of Justice/Attorney General, the Senators from each of the five affected states, the Congressman from the coastal districts if each of the five affected states, the Boards of Commissioners/Supervisors of the Gulf counties and the parishes of the five affected states.

ADOPTED THIS 25TH DAY OF OCTOBER, 2012.

(End)

11. Retirement – Senior Management Positions (Building Official & Mosquito Control Director II)

12. 2012 Tax Roll Extension

(End)

PUBLIC HEARING – P.D.R.B. RECOMMENDATIONS (OCTOBER 15, 2012)

The Board then considered the following recommendation from the October 15, 2012 meeting of the Planning & Development Review Board:

VARIANCE APPLICATION – HINDS & IVEY

Pursuant to advertisement to hold a public hearing to consider a variance for Hinds & Ivey, (Parcel #03798-660R & #03798-662R * S31, T6S, R11W) Gulf County, Florida. County Attorney Novak read the public hearing notice stating that the P.D.R.B. recommended tabling the variance application for Hinds & Ivey.

SMALL SCALE MAP AMENDMENT – CHRIS MCLEMORE

Pursuant to advertisement to hold a public hearing to consider a small scale map amendment for Chris McLemore (Parcel ID #01045-070R, * S35, T5S, R9W), County Attorney Novak reported that an ordinance was introduced to the P.D.R.B., stating that the first action necessary in the ordinance process is to bring a non-conforming existing structure into compliance by changing the one (1) acre parcel land use designation from conservation to residential or agricultural, as approved and recommended by the P.D.R.B. Commissioner Yeager motioned to approve this recommendation. Commissioner Smiley seconded the motion and Chairman Williams called for public comment. There was no public comment, the motion then passed 3-0, with Commissioner McLemore abstaining due to family relations, and Commissioner McDaniel abstaining due to family owning property in area. (Form 8B for both abstentions is on file in the Clerk's Office)

ORDINANCE NO. 2012-07

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF GULF COUNTY, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE LAND USE MAP AMENDMENT PURSUANT TO AUTHORITY UNDER FLORIDA STATUTE 163.3187, 125; SPECIFICALLY AMENDING PARCEL ID #01045-070R, 1 ACRE OF LAND LYING AND BEING PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 9 WEST, GULF COUNTY, FLORIDA FROM CONSERVATION TO RESIDENTIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3187 provides for the authority and procedure for the Board of County Commissioners of Gulf County (BOCC), Florida to amend its land use map parcels under county control and that of its citizens; and

WHEREAS, GULF COUNTY ROD & GUN CLUB ESTATES was divided by court order recorded in Circuit Court Minutes Book 3, Page 125 with a plat of said Estates recorded on August 21, 1962 in O.R. Book 15, Page 293; and

WHEREAS, the Gulf County Comprehensive Plan were adopted June 12, 1990 and the Gulf County Land Development Regulations were adopted January, 1993; and

WHEREAS, the concept of growth management and land use was not fully understood by many property owners thinking more on property taxes than development regulations; and

WEHREAS, Gulf County recognizes that numerous parcels were potentially missed placed into an unfavorable land use category when the Comprehensive Plan was adopted; and

WEHREAS, on January 24, 2012, the BOCC approved to waiver the Small Scale Map Amendment application fee for property owners of Conservation lands that qualified for the exemption; and

WHEREAS, Gulf County through Small Scale Map Amendment with a fee waiver, approved a land use change from Conservation to Agricultural for Parcel ID #00683-000R by adopting Ordinance 2012-02 on March 27, 2012; and

WHEREAS, the State owned land along and next to the "Estates" was designated Conservation land use; and

WHEREAS, the "Estates" were also designated as Conservation land use; and

WHEREAS, parcels with missed designated land use can cause undue financial hardship on said owners and Gulf County is committed to assisting said owners resolve the land use issues; and

WHEREAS, a complaint was filed against the owner of Parcel ID #01045-070R on July 2, 2012 for building a structure without a Gulf County Building Permit; and

WHEREAS, investigation found Gulf County had issued a Building Permit for a portable shed to be located on said property; and

WHEREAS, the structure located on said parcel has a larger footprint than stated in the building permit; and

WHEREAS, the structure is a non-conforming use within Conservation land use; and

WHEREAS, Gulf County Planning and Building Department issued a Stop Work Order on July 9, 2012 to owner of said property; and

WHEREAS, research discovered that said owner was not the first to build within the "Estates" without a Building Permit and they are also non-conforming; and

WHEREAS, Gulf County Planning and Building Department staffs were concerned over property right issues and various legal implications and presented three potential options of removal, large scale land use change or a small scale land use change to the Planning and Development Review Board (PDRB); and

WHEREAS, on August 20, 2012 the PDRB voted to recommend the small scale map amendment process and directed staff to draft the text for recommendation; and

WHEREAS, on September 11, 2012 the BOCC voted to approve the PDRB recommendation that stated: In consideration of the current development dispute and previous approvals, the PDRB recommends to the BOCC to direct any private property owner with a verified single "lot of record" parcel with a deeded boundary of ten (10) acres or less before the adoption of 1990 Comprehensive Plan that was designated Conservation to apply for a Small Scale Land Use Change per Florida Statutes 163.3187 to pursue reconciliation for any development grievance on that parcel; and

WHEREAS, THE Gulf County PDRB held a Public Hearing on October 15, 2012 and voted to recommend approval of the land use change to the Board of County Commissioners to change the land use of said parcel from Conservation to Residential; and

WHEREAS, in accordance with Florida Statutes Section 163.187(1) (c) (2) and Florida Statute Section 125.66 (2) (a), specifically provides for the proper publication, notice and announcement of Gulf County's intent and consideration of any and all land use modification requested by the parcel owner and ordinance adoption; and such notice has been properly published for general circulation in the county; and

WHEREAS, this ordinance approves land use change only and any additional approvals, permits, etc., must be secured before the Stop Work Order is rescinded; and

WHEREAS, in accordance with Florida Statutes Section 163.3187 (1) (c) (2) and Florida Statute Chapter 125, notice was provided to the public of a public hearing to be held October 23, 2012 to adopt the proposed land use changes by ordinance; and

NOW, THEREFORE BE IT ORDAINED, THAT IN EXERCISE OF ITS AUTHORITY, THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA HEREBY GRANTS THE LAND USE CHANGE AS FOLLOWS:

Section 1) Changing Parcel ID #01045-070R (Exhibit "A") from Conservation to Residential.

Section 2) A certified copy of the enacting ordinance shall be on file with the Clerk of Court of Gulf County, Florida.

Section 3) Effective date, this ordinance shall take effect as provided by law 31 days from adoption. Passed and duly adopted by the Gulf County Commissioners for Gulf County, Florida this October 25, 2012.

(End)

TABLE BID #1112-19 – SALE OF COURTHOUSE FOUNTAIN

Deputy Administrator Lanier reported that Bid #1112-19 (Courthouse fountain) was previously brought to the Board for consideration and was tabled for additional information, stating there was only one bid received and recommended awarding the bid to the only bidder, in the amount of \$350.00. Commissioner Yeager motioned to table this bid for the Board to review. Commissioner McLemore seconded the motion, and it passed unanimously.

COUNTY INVOICES

Deputy Administrator Lanier stated that it is taking considerable time to pay invoices and recommended that all budgeted items be placed in the Consent Agenda at the beginning of each fiscal year for approval. After discussion, Commissioner Yeager requested to table this issue until the next Board meeting.

INVENTORY – GULF COUNTY E.M.S.

Gulf County E.M.S. Director Whitfield reported that he received a verbal request from Bay County E.M.S., stating that they would like to borrow a manual stretcher that is not in use (in storage) for approximately six months. Commissioner McDaniel motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

PLANNING AND BUILDING – BUILDING HEIGHTS

Planner Richardson discussed a letter from Eglin Air Force Base concerning building heights, and reported that the P.D.R.B. has received several variances regarding this issue. Upon inquiry by Commissioner McDaniel, Planner Richardson stated this could apply to all of Gulf County, but the major concern is the coastal areas.

CONTRACT – MORPHOTRAK / GULF COUNTY JAIL

Jail Administrator Hammond requested approval and for the Chairman to sign the renewal contract with MorphoTrak (sole source) for the live scan system (inmate fingerprints) at the County Jail, in the amount of \$5,102.00. Commissioner Yeager motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

CONTRACT EXTENSION – JAIL MEDICAL DIRECTOR

Jail Administrator Hammond requested permission to pay Sacred Heart Hospital for the Jail Medical Director after approval of the contract extension. County Attorney Novak reported that this contract is a renewal of last year, stating it has been updated for the current year, and recommended approval, contingent upon County Attorney review. Commissioner Yeager motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously.

BRITISH PETROLEUM (B.P.) LITIGATION – CLOSED MEETING

County Attorney Novak reported that he met with Beasley Allen Law Firm concerning the Deepwater Horizon Litigation, stating Beasley Allen Law Firm has requested to meet with the Board in a closed session on October 26, 2012 at 9:00 a.m., E.T. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously. County Attorney Novak reported that the closed session meetings under Florida Statute will be sealed transcripts until the pending litigation is resolved.

STRATEGIC HIGHWAY SAFETY PLANS – COUNTY EMPLOYEES

County Attorney Novak reported that the County Attorney's of Florida have implemented Strategic Highway Safety Plans', stating that the group is traveling around the State surveying County policies and restrictions in regards to County staff and highway safety. He requested permission to review the County Personnel and Safety Policy and consider some language change in Section 6 regarding texting while driving by County staff and bring this change to the Board for consideration at the next meeting. The Board had no objections.

ORDINANCE - BEACH DRIVING PERMIT

County Attorney Novak reported that some Senior Constituents in Gulf County have asked for clarification from the Board regarding the Beach Driving Permit Fees. After discussion by County Attorney Novak, Commissioner Yeager motioned to clarify the Ordinance which would allow Senior Citizens and Disabled Citizens that are Gulf County tax payers or Gulf County residents a onetime \$3.00 fee to purchase a beach driving permit. Commissioner Smiley seconded the motion, and it passed unanimously.

CONTRACTS – TOURIST DEVELOPMENT COUNCIL

Upon discussion by County Attorney Novak, Commissioner McLemore motioned to authorize the Chairman to execute the two T.D.C. contracts, pending R.F.P.'s and contingent upon County Attorney's review. Commissioner McDaniel seconded the motion, and it passed unanimously.

ANIMAL CONTROL ORDINANCE SUB-COMMITTEE MEETING

County Attorney Novak reported that the Animal Control Ordinance Sub-committee will meet on November 7, 2012 at 3:00 p.m., E.T.

PROPERTY DONATION - FIRE DEPARTMENT SUBSTATION

Commissioner Yeager reported that a resident of Indian Pass would like to donate some property for a fire department substation, and requested permission to work with County Attorney Novak concerning this issue. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

DEEPWATER HORIZON – COMMISSIONER VOTING

Commissioner McLemore requested that County Attorney Novak clarify for the public his voting rights regarding B.P. issues. County Attorney Novak stated that Commissioner McLemore has abstained in the past regarding B.P. issues due to his employment with this company and reported that if any Commissioner abstains from a vote is required to complete the Form 8B. Commissioner McLemore reported that he is no longer an employee of B.P.

TROY DEAL PARKING AREA – CAPE SAN BLAS

Chief Administrator Butler discussed the Troy Deal parking area located north of the Stumphole on the Bayside, stating it is one of three primary parking areas on Cape San Blas, and requested approval of a proposal from Preble-Rish, Inc. for the stabilization of $\frac{3}{4}$ acre of land, in the amount of \$9,700.00, to be paid from Beach Renourishment Funds. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed 4-0, with Commissioner Yeager abstaining, due to a business relationship with Preble-Rish, Inc.

RESOLUTION – RESTORE ACT

Chief Administrator Butler discussed the Resolution on page 69 of the Consent Agenda, stating the Resolution is asking that the President and the Federal Government not to take the Restore Act Funds, and this Resolution will be sent out to approximately 83 different groups.

REJECT BID #1112-20 – SALE OF COUNTY OWNED PROPERTY

Chief Administrator Butler recommended that the Board reject Bid #1112-20 for the sale of County owned property, stating that the lots are worth at least \$30,000.00 and the only sealed bid received was for \$1,000.00. Commissioner McDaniel motioned to reject Bid #1112-20. Commissioner McLemore seconded the motion, and it passed unanimously.

PROPOSED RESOLUTION – E.M.S. GRANT PRE HOSPITAL E.M.S. SYSTEM

On behalf of Grant Writer Kopinsky, Chief Administrator Butler requested approval of a proposed resolution for E.M.S. Grant Pre-hospital E.M.S. System. Commissioner Smiley motioned to approve this recommendation. Commissioner Yeager seconded the motion, and after discussion the motion passed unanimously.

RESOLUTION NO. 2012-38**A RESOLUTION CERTIFYING THAT THE MONIES FROM THE EMERGENCY MEDICAL SERVICES MATCHING GRANT WILL IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM.**

WHEREAS, Gulf County has an outstanding Emergency Medical Services system, which serves the citizens of Gulf County; and

WHEREAS, the Emergency Medical Services system receives funding from Gulf County only for specific, itemized, budgeted expenditures; and

WHEREAS, the budgeted funds for the Emergency Medical Services system cannot be used for other items or activities; and

WHEREAS, the existing budget allocations do not provide for all needs of the Emergency Medical Services systems.

NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS as follows:

1. That monies from the Emergency Medical Services Matching Grant will improve and expand the County's pre-hospital Emergency Medical Services system.
2. That the grant monies will not be used to supplant existing County Emergency Medical Services budget allocations.
3. That a copy hereof shall be provided to all parties of interest upon request.

ADOPTED this 25th day of October, 2012.

(End)

RESOLUTION – CAPE SAN BLAS LIGHTHOUSE

Chief Administrator Butler discussed that staff was instructed at the last Board meeting to start the process to make application to acquire the Cape San Blas Lighthouse properties, stating the process has been started and recommended approval of a proposed resolution. County Attorney Novak read the proposed resolution by title. Commissioner Yeager motioned to approve the proposed resolution. Commissioner McDaniel seconded the motion, and it passed unanimously.

RESOLUTION NO. 2012-39**RESOLUTION/CERTIFICATION OF AUTHORITY TO ACQUIRE PROPERTY**

WHEREAS, certain real property owned by the United States of America, located in at Cape San Blas, in Gulf County, Florida has been declared surplus and, at the discretion of Eglin Air Force Base, may be assigned to the Secretary of the Interior for disposal for public park or recreational purposes under the provisions of 40 U.S.C. 550 (e), and any regulations and policies promulgated pursuant thereof, more particularly described as follows:

Cape San Blas lighthouse, Lighthouse Keepers' Quarters (#1), Lighthouse Keepers' Quarters (#2), and Oil House

General Services Administration Control Number: 4-D-FL-1265AA

HUD Assigned Number: 54201230008

WHEREAS, the Gulf County Board of County Commissioners needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated there under;

NOW, THEREFORE, BE IT RESOLVED that the Gulf County Board of County Commissioners shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereof.

BE IT FURTHER RESOLVED that the Gulf County Board of County Commissioners has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that Towan Kopinsky, Gulf County Grants Coordinator, is hereby authorized, for and on behalf of the Gulf County Board of County Commissioners, to do and perform and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the

transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation of instruments, or other costs identified with the acquisition of said property.

William C. Williams, III
Chairman
Gulf County Board of County Commissioners
1000 Cecil G. Costin, Sr. Blvd., Room 301
Port St. Joe, Florida 32456

I, William C. Williams, III hereby certify that I am the Chairman, of the Gulf County Board of County Commissioners; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said Board, present at meeting on the 25th day of October, 2012, at which a quorum was present.
 (End)

The Board discussed various items regarding the Cape San Blas Lighthouse Project.

STUMPHOLE PROJECT – C.D.B.G. – D.R.I.

Chief Administrator Butler requested permission for the Chairman to sign and execute any documents necessary for the close-out of the C.D.B.G – D.R.I. Grant on the Stumphole Project. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

JOB DESCRIPTION – ADMINISTRATION

Chief Administrator Butler requested permission to draft a job description for a position in the Administration Office. Commissioner Yeager reported that this was discussed during the budget process, stating the County has to get a handle on procurement. The Board had no objection to this request. Chief Administrator Butler stated that he will report back to the Board once the job description is drafted. Chairman Williams discussed his concerns regarding hiring a procurement specialist and the matters regarding E.D.C.

ADMINISTRATIVE RETIREMENT

Commissioner Yeager requested that Chief Administrator Butler review the Administrative Retirement and bring a recommendation to the Board.

SHERIFF'S DEPARTMENT - HAUNTED HOUSE

Sheriff Nugent reported the Gulf County Sheriff's Department is holding a Haunted House at the Comforter Funeral Home in Wewahitchka on Friday and Saturday night to help raise money for the food drive. He invited the public to attend.

SACRED HEART HOSPITAL – DIALYSIS

Commissioner McLemore discussed his concern regarding Sacred Heart Hospital and the dialysis program, and requested that Chairman Williams review this issue. Chairman Williams reported that he has an upcoming meeting with Sacred Heart Hospital and would address this issue during that meeting and bring a recommendation back to the Board.

RESTORE ACT CONSORTIUM

Commissioner Yeager reported that he attended the RESTORE Act consortium meeting in Tallahassee, stating that he will keep the Board informed concerning this matter.

PUBLIC WORKS BUILDING

Upon inquiry by Commissioner McDaniel, Building Official Collinsworth reported that the contractor started construction on the new Public Works Building yesterday morning (October 24, 2012).

IMPACT FEES – BEACON HILL PARK

Chairman Williams discussed the impact fees that were set aside for Beacon Hill Park and requested for Deputy Administrator Lanier to work with Building Official Collinsworth concerning this matter.

TROY DEAL PARKING AREA – COMMISSIONER YEAGER

Commissioner Yeager reported that he previously abstained on the Troy Deal Parking Area topic due to a business relationship with the agency (Preble-Rish, Inc.).

EXTENSION AGENT OFFICE

Upon inquiry by Commissioner Smiley, Building Official Collinsworth reported that the re-modeling of the Old Gulf County Health Department building is near completion and the Gulf County Extension Office should be moving into their new office building within the next few weeks. Deputy Administrator Lanier discussed the phone service hook-up and reported that the Gulf County Extension Office would be moving into their new offices located at the Old Gulf County Health Department building on November 5, 2012.

DANIELS HOUSE

Upon inquiry by Commissioner McLemore, Building Official Collinsworth reported that the City of Wewahitchka is going to address this issue by burning the Daniels House. Commissioner McDaniel reported that he received a letter from the City of Wewahitchka stating that the City was going to demolish the house and that the Wewahitchka Fire Department was going to burn the debris.

EXTENSION AGENT OFFICE

Commissioner McDaniel discussed the re-modeling project at the Old Gulf County Health Department building and reported that the Gulf County Maintenance Department has done an excellent job on the re-modeling project.

MOSQUITO CONTROL

Upon discussion by Commissioner Yeager, he then motioned for Public Works Director Danford to continue to work with Mosquito Control Director Cothran as his designee. Commissioner McDaniel seconded the motion, and it passed unanimously.

Chairman Williams called for public comment.

P.A.C. GROUP

Christy McElroy, of Port St. Joe appeared before the Board and presented documents for the Board to review; she then discussed her concerns regarding the P.A.C. Group. Commissioner McDaniel motioned to allow Mrs. McElroy to continue to speak on this topic (allotted time expired). Commissioner McLemore seconded the motion, and it passed unanimously. Mrs. McElroy continued to discuss the P.A.C. Group and their goal regarding the Board of County Commissioners. Commissioner McLemore motioned to allow Mrs. McElroy to continue to speak on this topic (allotted time expired). Commissioner McDaniel seconded the motion, and it passed unanimously. Mrs. McElroy continued to discuss P.A.C. Group's contributions and a lease agreement between the City of Port St. Joe and the Andersons'. She discussed letters that she sent to members of the P.A.C. Group regarding various issues. Commissioner McDaniel motioned to allow Mrs. McElroy to continue to speak on this topic (allotted time expired). Commissioner McLemore seconded the motion, and it passed unanimously. Mrs. McElroy continued to discuss various topics regarding the P.A.C. Group. Commissioner McLemore discussed his concerns regarding this year's campaign. Chairman Williams discussed his concerns regarding the P.A.C. Group and this election year. Commissioner McDaniel discussed his concerns regarding campaign contributions. Commissioner Smiley discussed his concerns regarding living in Gulf County. Commissioner Yeager discussed his concerns regarding this year's campaign and the community of Gulf County. Bill Koran, of District V, appeared before the Board and requested that the Board address any statements that he has made that were not accurate. Upon inquiry by Commissioner McLemore, Mr. Koran stated that he is a member of the P.A.C. Group. Further discussion followed by members of the Board and Mr. Koran regarding various issues with the P.A.C. Group.

ECONOMIC DEVELOPMENT COUNCIL

E.D.C. Director Sellers appeared before the Board and discussed that The Port Authority had two fulltime employees, the Chamber of Commerce had two fulltime employees, and the E.D.C. had two fulltime employees two years ago, stating that they have gone from six fulltime employees to one fulltime employee (being Mr. Sellers). He reported that the E.D.C. is planning on hiring an additional employee within the next few weeks. Upon inquiry by Chairman Williams, E.D.C. Director Sellers reported that he would be President/C.E.O. over both entities and each entity would have its own Vice President. He stated that he would know more after today's E.D.C. meeting. Upon discussion by Chairman Williams, E.D.C. Director Sellers stated he would report his findings back to the Board.

DOWNTOWN REDEVELOPMENT BOARD

Chairman Williams discussed his concerns regarding the salary of a previous employee and how the check and balance works within the department. Gail Alsobrook appeared before the Board and stated that she cannot discuss the salary of a previous employee, also stating that the County Commissioners would need to direct that inquiry to the Downtown Redevelopment Board. She reported that an audit is executed annually. Upon discussion by Chairman Williams, Mrs. Alsobrook discussed the record process for the Downtown Redevelopment Agency. After further discussion, Chairman Williams requested that Chief Administrator Butler, Gail Alsobrook, and the City of Port St. Joe to meet to discuss this matter further.

There being no further business, the meeting did then adjourn at 9:41 a.m., E.T.

**WILLIAM C. WILLIAMS, III
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

NOVEMBER 2, 2012
PORT ST. JOE. FLORIDA
EMERGENCY MEETING

The Gulf County Board of County Commissioners met this date in emergency session with the following members present: Vice Chairman Tynalin Smilev. and Commissioners Ward McDaniel and Warren J. Yeager. Jr. <Chairman William C. Williams, III and Commissioner Carmen L. McLemore were absent.>

Others present were: County Attorney Jeremy Novak, Deputy Clerk Kari Summers. and Sheriff's Office Major Bobby Plair.

Vice Chairman Smiley called the meeting to order at 9:00 a.m., E.T.

CANVASSING BOARD APPOINTMENT

County Attorney Novak reported that the Board received correspondence from the Gulf County Supervisor of Elections, stating that Assistant General Counsel Gary Holland contacted Gulf County Supervisor of Elections Linda Griffin regarding concerns that had been received with regards to the Gulf County Canvassing Board. County Attorney Novak also reported that complaints were filed with the State Supervisor of Elections, which were communicated down to the local Supervisor of Elections Office, and requested that the Board examine these complaints. County Attorney Novak read Florida Statute 102 (141) for the Board review. Upon discussion by County Attorney Novak. Commissioner McDaniel motioned to remove Chairman Williams from the Canvassing Board. Commissioner Yeager seconded the motion, and it passed unanimously (3-0). Commissioner McDaniel then motioned to appoint Commissioner Smiley to serve on the Canvassing Board. Commissioner Yeager seconded the motion for discussion, after discussion, the motion then passed unanimously (3-0). Acting Chairman Smiley called for public comment. Joanna Bryan appeared before the Board to discuss her concerns regarding the topic of the County Commissioners' involvement in this year's campaign that was discussed during the last County Commission Meeting. She reported that she spoke with Florida Department of State's Attorney Gary Holland regarding this issue and that Attorney Holland agrees that all County Commissioners should be disqualified from serving on the Canvassing Board. Ms. Bryan requested that each County Commissioner disqualify themselves and allow the Chief Judge to appoint two members to serve on the Canvassing Board. Upon inquiry by Acting Chairman Smiley, Ms. Bryan stated that the entire Board allowed a person from the public to appear before the Board to state on record items that were not true. After discussion, Bill Koran appeared before the Board to discuss his concerns regarding the allowed extended time for public discussion for some, and not allowed for all who appear before the Board to discuss County business, stating that this issue needs to be addressed. After discussion by County Attorney Novak and Commissioner Yeager, Commissioner McDaniel motioned to rescind his previous motion to appoint Commissioner Smiley to

serve on the Canvassing Board. Commissioner Yeager then rescinded his second. Commissioner Yeager motioned to instruct County Attorney Novak to contact the Chief Judge regarding the need of an appointee to serve on the Canvassing Board. Commissioner McDaniel seconded the motion, and it passed unanimously (3-0).

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 9:32 a.m.. E.T.

**TYNALIN SMILEY
ACTING CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

NOVEMBER 13, 2012
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 William C. Williams, III, Vice Chairman Tynalin Smiley, and Commissioners Carmen L. McLemore and Ward McDaniel <Commissioner Warren J. Yeager, Jr. was absent>.

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Emergency Management Director Marshall Nelson, E9-1-1 Coordinator Ben Guthrie, Fire Coordinator Brad Price, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Preble-Rish, Inc./County Engineer Clay Smallwood, Public Works Director Jake Lewis, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Jennifer Jenkins.

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

T.D.C. Director Jenkins opened the meeting with prayer, and Chairman Williams led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Upon motion by Commissioner McDaniel, second by Commissioner Smiley, and unanimous 4-0 vote, the Board approved the Consent Agenda as follows after removal of Item #7 pages 35-37.

1. Approval of Checks and warrants for September, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Bid Advertisement – Public Works (Culvert Pipe for F.E.M.A. repairs)
Bid Advertisement – Solid Waste (Can Densifier for Five Points Landfill)
3. Bid Award #1112-28 – Sale of House located at 6909 Highway 71 (Carrie Harrison * \$2,650.00)
4. Bid #1112-27 Expenditures – T.D.C. (To be paid from BP3 Funds)
5. Change Order #1 – White City Bridge Landscaping – Bid #1112-23 (Bay Landscape & Palm Service, LLC * Increase of \$6,300.00)
6. Contract Approval – Mosquito Control

7. Invoices – Aaron Ethridge – Parks Weekend Clean-up (Invoice #1211 * \$1,440.00 * to be paid from Account #27452-34000)
- Coastal Parasail – Beach Raking (Invoice #12005 * \$2,500.00 * to be paid from Account #27452-46100)
 - Combined Insurance Services, Inc. – Consulting/Agency Services (October, 2012 * \$1,600.00 * to be paid from Account #21111-34000)
 - Emerald Coast Striping, LLC – Miscellaneous Road Striping (Invoice #2088 * \$24,273.96 * to be paid from Account #41141-53000)
 - Florida Association of Counties – Gulf Consortium Transition Budget (October, 2012 * \$2,880.00 * to be paid from Account #21111-54200)
 - Florida Department of Agriculture and Consumer Services – Fire Control Assessment and County Forester Assessment (Invoice #F01411 * \$22,094.36 * to be paid from Account #33022-34000)
 - Gulf County Health Department - Agency for Healthcare Administration – L.I.P. (1st Quarter * \$10,964.00 * to be paid from Account #42562-81000)
 - Ken Murphy – Taping County Commission Meetings (October, 2012 * \$1,350.00 * to be paid from Account #21111-34100)
 - Life Management Center of Northwest Florida – Baker Act Services (Batch #121303 * \$2,581.88 * to be paid from Account #51363-31300)
 - MRD Associates, Inc. – St. Joseph Peninsula Post Construction Physical Monitoring Services (Invoice #1583 * \$92,982.33 * to be paid from Account #28039-31000)
 - MRD Associates, Inc. – St. Joseph Peninsula Post Construction Shorebird Monitoring Services (Invoice #1584 * \$2,750.00 * to be paid from Account #28039-34000)
 - North Florida Construction, Inc. – Stumphole Revetment Phase V – DREF (Application #4 * \$272,552.35 * to be paid from Account #113538-34000)

- Preble-Rish, Inc – Landfill Evaluations (Invoice #66970 * \$7,000.00 * to be paid from Account #28153-43100)
- Preble-Rish, Inc – Trinity Analysis Monitoring Wells (Invoice #66971 * \$900.00 * to be paid from Account #28153-43100)
- Riparian County Stakeholder Coalition Coordination (\$5,000.00 * to be paid from Account #21111-54000)
- The Ferguson Group, LLC – Federal Lobbyist (Invoice #1212169 * \$6,500.00 * to be paid from Account #21111-31200)
- The Water Spigot, Inc. – Resample Monitoring Wells for Five Points Landfill (Invoice #12-7844 * \$250.00 * to be paid from Account #28153-43100)

****DELETE**** - Trinity Analysis & Development Corp. – Semi-Annual Water Quality Report – Port St. Joe Dump (Invoice #D014-1-1002 * \$2,000.00 * to be paid from Account #28153-43100)

****DELETE**** - Trinity Analysis & Development Corp. – Semi-Annual Water Quality Report – Buckhorn Landfill (Invoice #D007-001 * \$2,000.00 * to be paid from Account #28153-43100)

****DELETE**** - Trinity Analysis & Development Corp. – Semi-Annual Water Quality Report – Five Points Landfill (Invoice #D010-1001 * \$6,000.00 * to be paid from Account #28153-43100)

8. Purchase Request – Mosquito Control (ULV Chemical * to be paid from FY 2012-2013 Budget)
9. Records Disposition (BOCC Documents)

(End)

FIRST PUBLIC HEARING – PROPOSED FLOOD PREVENTION ORDINANCE

Pursuant to advertisement to hold a public hearing to consider adoption of an ordinance repealing County Ordinance #2009-04, County Attorney Novak read the proposed ordinance by title as follows: An ordinance by the Gulf County Board of County Commissioners to repeal ordinance #2009-04 known as the Gulf County Flood Prevention Ordinance; to adopt a new floodplain management ordinance; to adopt flood hazard maps, to designate a floodplain administrator, to adopt procedures and criteria for development in flood hazard areas, and for other purposes; to adopt local administrative amendments to the Florida Building Code; providing for applicability; repealer; severability; and an effective date. Chairman Williams called for public

comment. There was no public comment. Planner Richardson reported that this ordinance is required by F.E.M.A. under the National Flood Insurance Program, stating it directly ties to our community rating system. He reported that the County currently carries an 8 rating, and this would allow a 10% reduction in your premiums in a flood zone and 5% if not in a flood zone.

ELECTION – CARLA HAND

Chairman Williams congratulated Clerk Finance Officer Hand for winning the Calhoun County Clerk of Court election.

PHOTOGRAPHER – COUNTY COMMISSION BOARD

Deputy Administrator Lanier discussed that she has been contacted by a local photographer concerning taking the pictures for the current Board and new Board in exchange for one day rent at the Honeyville Community Center, stating there will be no money exchange and recommended approval. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion for discussion, after discussion, the motion then passed unanimously (4-0).

COUNTY INVOICES

Upon inquiry by Commissioner McLemore, Deputy Administrator Lanier reported that Gulf County Clerk of Court Norris requested this issue be addressed at the next Board meeting since she was unable to attend today.

TOURIST DEVELOPMENT COUNCIL – PARTNER PROGRAMS

T.D.C. Director Jenkins presented the October, 2012 T.D.C. Activity Report and reported that there are 80 participants in the Partner Program this year. She stated that revenues have increase by approximately \$7,000.00. T.D.C Director Jenkins recommended approval of three programs which include an \$80,000.00 multi-media program in Atlanta, Georgia and Birmingham, Alabama to run in the months of February and March of 2013, which will also include \$15,000.00 search engine marketing program that will coincide with the other marketing efforts, and a \$5,000.00 social media strategies to be paid from the BP Funds. After discussion, Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

TOURIST DEVELOPMENT COUNCIL – WELCOME CENTER

T.D.C. Director Jenkins reported that the activity at the Welcome Center has increased and Bed Tax collections are up 12.5% since last year.

EMERGENCY MEDICAL SERVICE – INVENTORY

E.M.S. Director Whitfield requested permission to junk three old cardiac monitors (from the south end of the County) and upgrade with new monitors. Commissioner Smiley motioned to approve this recommendation, contingent upon the County Attorney's approval and Clerk Policy. Commissioner McDaniel seconded the motion for discussion, and after discussion, the motion then passed unanimously (4-0).

S.H.I.P. – REHABILITATION ASSISTANCE

Deputy Administrator Lowry requested approval for S.H.I.P. Rehabilitation Assistance for Ada Dozier and Peter and Nancy Dimitrijevic, in the amount of \$40,000.00. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

CAPITAL IMPROVEMENT SCHEDULE

Planner Richardson discussed the Capital Improvement Schedule, stating this is for Board review and no action is needed at this time.

SMALL COUNTY COALITION - APPOINTEE

Chief Administrator Butler reported that the next Small County Coalition meeting will be held on Thursday, November 15, 2012 and Friday, November 16, 2012. He discussed the need to appoint a member to serve on the Small County Coalition Board as a replace of Chairman Williams' seat. After discussion, Commissioner Smiley motioned to appoint Commissioner McDaniel to serve on the Small County Coalition Board. Commissioner McLemore seconded the motion, and it passed unanimously (4-0).

COUNTY ROAD 386 – STRIPING

Chief Administrator Butler reported that the striping on County Road 386 is near completion.

COUNTY CONTRACTS – PARK CLEANUP

Upon inquiry by Commissioner McLemore, Chief Administrator Butler reported that the County Parks clean-up service is an annual bid which has the option to renew each year. Commissioner McLemore requested that the Board review this service and advertise for sealed bids when the current bid contract expires.

COUNTY BUILDINGS – EXTERMINATOR

Upon inquiry by Commissioner McLemore, Chief Administrator Butler reported that there is not a formal contract regarding the current extermination service for all the County buildings. Commissioner McLemore motioned to advertise to receive sealed bids for spraying (extermination service) of all the County buildings. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

ECONOMIC DEVELOPMENT COUNCIL

Commissioner McLemore discussed E.D.C. and motioned to bring it back under the County. Commissioner McDaniel seconded the motion for discussion. After discussion by members of the Board, the motion then passed unanimously (4-0). Upon inquiry by Chairman Williams, Chief Administrator Butler stated that the Governor's Office will be notified that the point of contact for the Economic Development Council will be Gulf County.

ADMINISTRATION OFFICE – JOB POSITION

Commissioner McLemore motioned to research hiring a person as the County Procurement Specialist/Chief Financial Officer. After discussion by members of the

Board, Chairman Williams requested that Chief Administrator Butler explore this position and create a job description to bring back to the Board for review. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

COMMERCIAL FISHING – ST. JOE BAY

Commissioner McLemore discussed his concerns regarding the mullet row season and other wildlife that live in the St. Joe Bay, stating that there is no row and the mullet this year is poor. Commissioner McLemore then motioned that Chief Administrator Butler and County Attorney Novak work with Chairman Williams regarding the St. Joe Bay and B.P. Commissioner Smiley seconded the motion for discussion. After discussion by members of the Board and County Attorney Novak, Commissioner McLemore amended his motion by adding himself as a designee to work with Chief Administrator Butler and County Attorney Novak to define the scope of services. Commissioner Smiley then amended his second, and the motion passed 3 to 0, with Chairman Williams abstaining due to personal gain.

COUNTY ROAD 386 – STRIPING

Commissioner McDaniel reported that the striping on County Road 386 is now complete.

BYRD PARKER DRIVE – GUARD RAIL

Commissioner McDaniel thanked Gulf County Public Works and County Maintenance Staff Kenny Price and Phillip Nunnery for installing approximately 300 feet of guard rail on Byrd Parker Drive.

OLD GULF COUNTY HEALTH DEPARTMENT - RENOVATIONS

Commissioner McDaniel discussed the renovations to the Old Gulf County Health Department, stating this work is to be completed in three phases. He reported that Phase 1 is now complete, which consisted of renovating for office space and moving the County Extension Office into the Old Gulf County Health Department Building. Commissioner McDaniel also reported that Phase 2 of this project will consist of an office away from the reception area that will be paid from State Funds, stating the only cost to the County will be work crew labor. He stated that Phase 3 of the renovations will be the kitchen area and the conference room which will be completed at a later date.

ST. JOE FIRE CONTROL DISTRICT - BUDGET

Upon inquiry by Commissioner Smiley, Chief Administrator Butler reported that a few years ago the County removed \$6,000.00 from the St. Joe Fire Control District Fund due to budget cuts and due to County Fire Trucks assisting the City of Port St. Joe with emergency calls. After further discussion and upon recommendation by Chief Administrator Butler, Commissioner Smiley motioned to transfer \$6,000.00 from the Windmark D.R.I. to the St. Joe Fire Department. Commissioner McLemore seconded the motion, and after discussion by Commissioner McDaniel the motion then passed unanimously (4-0).

WINDMARK D.R.I. – BEACH ACCESS

Chairman Williams discussed his concerns regarding the Windmark D.R.I. and recommended that the Board approve the temporary scenario regarding the traffic and access points at Windmark Beach. County Attorney Novak discussed this temporary scenario proposal, stating that the most recent proposed resolution was to put thirty parking spaces in the deceleration lane along the Gulfside and to post signs as to where the public beach access points are located. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

BEACON HILL PARK – APPOINTEE

Chairman Williams discussed his concerns regarding the renovations at Beacon Hill Park and requested that Commissioner McLemore be appointed to work with Building Official Collinsworth through the end of November in spending the designated funds for new equipment at Beacon Hill Park.

COUNTY PUBLIC WORKS BUILDING

Upon inquiry by Commissioner McDaniel, Building Official Collinsworth reported that the concrete slab has been poured for the County Public Works Building and the next phase will be erecting the iron.

DISTRICT III – COMMISSIONER ELECT BRYAN

Chairman Williams congratulated newly elected County Commissioner Joanna Bryan. Joanna Bryan appeared before the Board to report that she is looking forward to working with the staff and the Board.

SUPPLEMENTAL BUDGET HEARING

Upon discussion by Chairman Williams, Commissioner McDaniel motioned to hold a Supplemental Budget Hearing on Monday, November 26, 2012 at 5:01 p.m., E.T. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

FINAL BCC MEETING – CHAIRMAN WILLIAMS

Chairman Williams stated that it has been an honor to serve the citizens of Gulf County. Commissioner Smiley then presented Chairman Williams with a plaque for his eight years of service as a County Commissioner of District III. Chairman Williams discussed the upcoming Board and thanked the staff for their hard work in serving Gulf County.

Chairman Williams called for public comment.

NEWSPAPER ARTICLE

Christy McElroy, of Port St. Joe, appeared before the Board to inquire if any of the Commissioners were contacted by Tim Croft after the October 25, 2012 Board Meeting regarding the State Attorney's investigation. Members of the Board stated that they were not contacted by Mr. Croft.

EARLY LEARNING COALITION - FUNDING

David Warriner, of Port St. Joe, appeared before the Board to introduce Matt Varner as the Assistant Director of the Early Learning Coalition. Assistant Director Varner appeared before the Board to discuss the Early Learning Coalition and to request funds to support the School Readiness Program. Upon inquiry by Chairman Williams, Deputy Administrator Lanier reported that due to budget cuts, funds have not been available for outside agencies for the past several years. Upon inquiry by Chairman Williams, Early Learning Coalition Assistant Director Varner reported that the Coalition's match dollars is approximately \$6,800.00 that provides service to Gulf County families. He discussed the School Readiness Program and some of the qualifications to apply for assistance under this program. Upon inquiry by Chairman Williams, Early Learning Coalition Assistant Director Varner reported that in the past years the Coalition has been able to help 70 to 80 families, stating that due to State budget cuts the Coalition currently assists 30 families. After discussion, Chairman Williams requested that Early Learning Coalition Assistant Director Varner work with Chief Administrator Butler regarding locating funds to support the School Readiness Program and bring a recommendation to the Board for review.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 10:23 a.m., E.T.

**WILLIAM C. WILLIAMS, III
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

NOVEMBER 26, 2012

PORT ST. JOE, FLORIDA

SUPPLEMENTAL BUDGET HEARING

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

Others present were: County Attorney Jeremy Novak, Clerk of the Circuit Court Rebecca L. Norris, Clerk Finance Director Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Planner David Richardson, Sheriff Joe Nugent, and T.D.C. Director Jennifer Jenkins.

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

SUPPLEMENTAL BUDGET – RESOLUTION

Clerk Norris noted pursuant to Florida Statute, this Public Hearing has been duly noticed and advertised. For the Board's consideration, Clerk Norris then read the proposed resolution by title. Chairman Smiley called for public comment. There being no public comment, Commissioner Yeager then motioned to adopt the proposed resolution for the Supplemental Budget for Fiscal Year 2011-12. Commissioner Bryan seconded the motion, and it passed unanimously (4-0).

RESOLUTION NO. 2012-40

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, has a new department (Fire Control Department) in the General Fund in Fiscal Year 2011-2012 that was not originally funded in the budget. This department is to be funded by each of the Fire Control Districts through budgeted transfers into the General Fund from the St. Joe Fire Control District Fund, Tupelo Fire Control District Fund, Overstreet Fire Control District Fund, and Howard Creek Fire Control District Fund. Unbudgeted additional cash carry forward was available in the following funds: St. Joseph Fire Control Impact Fee Fund, Tupelo Fire Control District Impact Fee Fund, Overstreet Fire Control District Impact Fee Fund, Howard Creek Fire Control District Impact Fee Fund, and the Construction and Acquisition Fund, and

WHEREAS, said additional transfers and cash carry forward are needed to help pay certain expenditures incurred in Fiscal Year 2011-2012,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The 2011-2012 Fiscal Year Budget is amended to include additional cash, revenue, and expenditures as follows:

	ORIGINAL BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
GENERAL FUND			
REVENUES & TRANSFERS IN:			
00181-00000 Interfund Transfers In	\$ -0-	\$ 21,804	\$ 21,804
EXPENDITURES:			
Fire Coordinator Department:			
314522-12000 Salaries	\$ -0-	\$ 14,419	\$ 14,419
314522-21000 FICA	\$ -0-	\$ 894	\$ 894
314522-21500 Medicare	\$ -0-	\$ 210	\$ 210
314522-22000 Retirement	\$ -0-	\$ 769	\$ 769
314522-24000 Workers Compensation	\$ -0-	\$ 512	\$ 512
314522-31300 Professional Svcs	\$ -0-	\$ 400	\$ 400
314522-40000 Travel	\$ -0-	\$ 500	\$ 500
314522-41000 Communications	\$ -0-	\$ 800	\$ 800
314522-46200 R & M Equipment	\$ -0-	\$ 500	\$ 500
314522-51000 Office Supplies	\$ -0-	\$ 800	\$ 800
314522-52000 Operating Supplies	\$ -0-	\$ 600	\$ 600
314522-52100 Gas, Oil, & Lube	\$ -0-	\$ 1,000	\$ 1,000
314522-54000 Books, Pub, Subs	\$ -0-	\$ 400	\$ 400
	ORIGINAL BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
ST JOE FIRE CONTROL DISTRICT FUND			
EXPENDITURES & TRANSFERS OUT:			
Highland View Fire Department:			
32222-64001 Equip > \$5,000	\$ 61,439	\$ (3,423)	\$ 58,016
White City Fire Department:			
32322-64001 Equip > \$5,000	\$ 485,429	\$ (3,423)	\$ 482,006
Beaches Fire Department:			
32122-64001 Equip > \$5,000	\$ 80,980	\$ (5,135)	\$ 75,845
S. Gulf Fire Department:			
32922-64001 Equip > \$5,000	\$ 138,000	\$ (5,135)	\$ 132,865
St. Joe Fire Control District Fund:			
106581-00000 Transfer for Fire Coord	\$ -0-	\$ 17,116	\$ 17,116

TUPELO FIRE CONTROL DISTRICT FUND

EXPENDITURES & TRANSFERS OUT:

Wetappo Fire Department:			
318522-64000 Equipment	\$ 2,000	\$ (451)	\$ 1,549
Dalkeith Fire Department:			
31922-64001 Equip > \$5,000	\$ 10,000	\$ (1,083)	\$ 8,917
Stonemill Creek Fire Department:			
31722-64001 Equip > \$5,000	\$ 7,000	\$ (1,083)	\$ 5,917
Tupelo Fire Control District Fund:			
107581-00000 Transfer for Fire Coord	\$ -0-	\$ 2,617	\$ 2,617

OVERSTREET FIRE CONTROL DISTRICT FUND

EXPENDITURES & TRANSFERS OUT:

Overstreet Volunteer Fire Department:			
32622-64000 Equipment	\$ 14,013	\$ (1,308)	\$ 12,705
Overstreet Fire Control District Fund:			
108581-00000 Transfer for Fire Coord	\$ -0-	\$ 1,308	\$ 1,308

HOWARD CREEK FIRE CONTROL DISTRICT FUND

EXPENDITURES & TRANSFERS OUT:

Howard Creek Volunteer Fire Department:			
32722-64000 Equipment	\$ 2,099	\$ (763)	\$ 1,336
109581-00000 Transfer for Fire Coord	\$ -0-	\$ 763	\$ 763

	ORIGINAL BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
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ST. JOSEPH FIRE CONTROL IMPACT FEE FUND

REVENUES:

13498-99002 BAL Brt Forward: Restricted	\$ 5,513	\$ 18	\$ 5,531
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EXPENDITURES:

32152-64000 Equipment Beaches VFD	\$	\$ 3	\$ 3
32252-64000 Equipment Highland VFD	\$	\$ 4	\$ 4
32952-64000 Equipment S Gulf VFD	\$	\$ 11	\$ 11

TUPELO FIRE CONTROL IMPACT FEE FUND

REVENUES:

13598-99002 BAL Brt Forward: Restricted	\$ 5,803	\$ 19	\$ 5,822
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EXPENDITURES:

31752-64000 Equipment Stonemill VFD	\$	\$ 11	\$ 11
31852-64000 Equipment Wetappo VFD	\$	\$ 2	\$ 2
31952-64000 Equipment Dalkeith VFD	\$	\$ 6	\$ 6

OVERSTREET FIRE CONTROL IMPACT FEE FUND

REVENUES:

13698-99002 Bal Brt Forward: Restricted \$ 1,886 \$ 6 \$ 1,892

EXPENDITURES:

32652-64000 Equipment Overstreet VFD \$ \$ 6 \$ 6

HOWARD CREEK FIRE CONTROL IMPACT FEE FUND

REVENUES:

13798-99002 BAL Brt Forward: Restricted \$ 562 \$ 3 \$ 565

EXPENDITURES:

32752-64000 Equipment Howard Crk VFD \$ \$ 3 \$ 3

CONSTRUCTION & ACQUISITION FUND

REVENUES:

30298-99002 Add Cash Brought Forward \$ -0- \$ 18,866 \$ 18,866

EXPENDITURES:

41441-53000 Road Materials & Supplies \$ -0- \$ 18,866 \$ 18,866

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners this the 26th day of November, 2012.

(End)

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 5:04 p.m., ET.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

30
Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

December 20, 2012

VIA: FEDEX

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

RE: Execution of Project Agreement
St. Joseph Peninsula Beach Restoration Project
DEP Contract 13GU1

Dear Mr. Butler:

Enclosed please find a set of three (3) originals to execute the referenced project agreement. If you find the Agreement to be in order, it is requested that you execute each original by having them signed and dated, as appropriate. **It is further requested that you return the three (3) executed originals to me at the letterhead address, Mail Station #300, within five (5) working days following completion of your internal review and signature process.** Upon receipt of the three (3) executed originals I will have them signed and dated on behalf of the Department. Once signed by the Department, I will return one (1) signed original to you for your records. Failure to execute and return the originals to the Department in a timely manner may result in future payment delays, rejected billings or the possible reversion of funds intended for this project.

Should you have any questions, please contact me at 850/922-7711 or Catherine Florko; the project manager at 850 922-7706.

Sincerely,

Dena VanLandingham
Grants Program Administrator
Division of Water Resources Management

BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 JAN -2 PM 12: 00

DV/lr
Enclosures

CONSENT
DATE 1/8/13 30

DEP AGREEMENT No: 13GU1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
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 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, 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, has the ability to perform the tasks associated with, and has demonstrated a financial commitment to the beach erosion control project as described herein.

WHEREAS the LOCAL SPONSOR is working with the DEPARTMENT'S Office of Coastal and Aquatic Managed Areas to develop a revised sublease for the development of a primary access at the Buffer Preserve Public Access.

WHEREAS the LOCAL SPONSOR has agreed to fully develop and maintain all parking and access as outlined in this agreement within six months of execution of the agreement.

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 "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on March 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 January 31, 2010, 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 terminated by formal amendment.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.
6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of beach and dune restoration along 7.3 miles of Gulf shoreline between DEP monuments R67 and R105.5 on St. Joseph Peninsula. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work 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. The DEPARTMENT may require that at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior approval from the DEPARTMENT for a specified task.
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 Tasks	Eligible Project Tasks		
		DEP	Local	Total
4.0	Monitoring			
4.1	Future Monitoring	\$186,323	\$339,272	\$525,595
	TOTAL PROJECT COSTS	\$186,323	\$339,272	\$525,595

- B. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will 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 \$186,323 for this PROJECT or up to 35.45 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT. 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 commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. 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 the preceding 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.
13. 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 for services rendered. All requests for reimbursement shall be made in accordance with **Attachment C (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment D (Request for Payment, PARTS I – III)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of the 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.
14. A. 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 task/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) **33**

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).

15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment D (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 may be required 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.
16. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment E (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.
17. 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.
18. 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.
19. The LOCAL SPONSOR's Project Manager for all matters is Don Butler, Phone: (850) 229-6106. The DEPARTMENT's Project Manager for all technical matters is Catherine Florko, Phone: (850) 922-7706 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 922-7711.
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. 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
 County Administrator
 1000 Cecil G. Costin Sr. Blvd., Room 302
 Port St. Joe, Florida 32456
 850-229-6106
 dbutler@gulfcounty-fl.gov

DEPARTMENT

Dena VanLandingham, Grant Program
 Administrator
 Department of Environmental Protection
 Bureau of Beaches and Coastal Systems
 3900 Commonwealth Blvd., MS 300
 Tallahassee, Florida 32399-3000
 (850) 922-7711
 Dena.vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 19 must be reduced to writing in the form of a Change Order to this Agreement.

23. 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.
24. 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.
25. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (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.
- 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 F, 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.

C. In addition, the LOCAL SPONSOR agrees to complete and submit the **Attachment G (Certification of Applicability to Single Audit Act Reporting)**, attached hereto and made a part hereof, within four (4) months following the end of the LOCAL SPONSOR's fiscal year. Attachment I should be submitted to the DEPARTMENT's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. The LOCAL SPONSOR, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.
32. 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.
33. 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.

34. 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.
35. 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.
36. 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. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). 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.

- 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.
37. 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.
38. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
39. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the Project Manager information or task timelines within the current authorized Agreement period. 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.
40. 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.
41. 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.
42. 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, 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.

43. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
44. 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

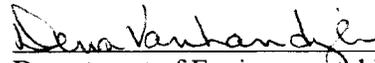
By: _____
Title: *Commission Chair

By: _____
Secretary or designee

Date: _____

Date: _____

FEID No. 596000627


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 GULF COUNTY Commission Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County 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 (2 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request For Payment, Parts I - III (3 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)
Attachment	G	Certification of Applicability to Single Audit Act Reporting (3 Pages)

ATTACHMENT A

GRANT WORK PLAN

Project Title: St. Joseph Peninsula Beach Restoration Project Monitoring
Project Location: The project is on St. Joseph Peninsula between approximately DEP reference monuments R67-R105.5 in Gulf County, Florida.
Project Background: The St. Joseph Peninsula Beach Restoration project extends between R67 and R105.5 in Gulf County. The 7.5 mile project was constructed between March 2008 and January 2009 using 3,607,246 cubic yards of sand from an offshore borrow site. Post construction physical and turtle monitoring is required by DEP Joint Coastal Permit number 0266819.
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 Processing Plan 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. These plans may be found at http://depnet/gis/geodata/index.htm (GIS guides) and http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf . One (1) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.
Project Description: The project consists of monitoring of the St. Joseph Peninsula Beach Restoration project in accordance with the Physical Monitoring Plan prepared pursuant to DEP Joint Coastal Permit number 0266819. The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.
4.0 Monitoring A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program. 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. Financial Consequence: Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

4.1 Future Monitoring Allocation

Future monitoring allocation. Pending scopes of work included under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.

Total Cost Remaining Cost for the task: \$525,595 (DEP cost \$186,323).

Due Date: March 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

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

<u>Public Access</u>	<u>Parking Spaces</u>
St. Joseph Peninsula State Park*	100+
Dunes Drive Primary Access*	100
Billy Joe Rish Park	0
Cape Palms Primary Access*	107
Buffer Preserve Public Access*	125

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

Note: Access and parking must be in place within 6 months after the execution of this Agreement.

ATTACHMENT C

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 D

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

PAYMENT SUMMARY

Name of Project: ST. JOSEPH PENINSULA BEACH PROJECT

LOCAL SPONSOR: GULF COUNTY

DEP Agreement Number: 13GU1

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	\$ _____		

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, Bureau of Beaches and Coastal Systems 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.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**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:		SOW/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BCS Project Manager (5,6)	Changes per BCS Accountant (5,6)	Approved Eligible Cost (5)
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)				
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Notes for all items on page:								
Item #	Notes and invoice adjustment explanations per item # (5)							

Certification: I certify that the purchases noted above 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/Signature of Project Administrator _____ Date _____

Name/Signature of Project Financial Officer _____ Date _____

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.
- (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: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the agreement and in accordance with state rule.
- (6) DEP staff: Enter the total amount of line item increase or decrease: if the adjustment is a decrease, precede the amount with the "-" (minus) sign.

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 PROJECT

LOCAL SPONSOR: GULF COUNTY DEP Agreement Number: 13GU1

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

4.0 **MONITORING**

4.1 **FUTURE MONITORING**

ATTACHMENT E

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: ST. JOSEPH PENINSULA BEACH PROJECT DEP Agreement Number: 13GU1

LOCAL SPONSOR: GULF COUNTY 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 F

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

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

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

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

PART V: RECORD RETENTION

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

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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	State Appropriation Category
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1653A	2011-2012	37.003	Beach Management Funding Assistance Program	\$97,598.00 140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1669	2012-2013	37.003	Beach Management Funding Assistance Program	\$88,725.00 140126

Total Award	\$186,323.00
--------------------	---------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fdfs.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.

ATTACHMENT G

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Local Sponsor's Name:

Local Sponsor Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year
\$ _____

Total Federal Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year
\$ _____

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Local Sponsor Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE LOCAL SPONSOR'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.
Please print the name and include the title and date of the signature.

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING
FREQUENTLY ASKED QUESTIONS**

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us



**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: DECEMBER 21, 2012
 SUBJECT: HURRICANE ISAAC
 DISASTER RELIEF FUNDING AGREEMENT
 CONTRACT NO. 13-IS-3S-02-33-02-548
 GULF COUNTY

Attached, for your approval, is Gulf County's Disaster Relief Funding Agreement (Contract No. 13-IS-3S-02-33-02-548) for Hurricane Isaac (FEMA-4084-DR-FL).

As always, if you have any questions or need additional information please feel free to call me at 229-9111 or ext. 1490.

Attachment

Cc: File

BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 JAN -2 PM 12:00

Contract Number: 13-IS-3S-02-33-02-548
 Gulf County
 Subgrantee: _____
 FIPS Number: 045-99045-00

Hurricane Isaac (FEMA-4084-DR-FL) Federally Funded Public Assistance Agreement

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

(hereafter referred to as the "Subgrantee").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

- A. On October 18, 2012, President Barack H. Obama issued a major disaster declaration designated FEMA-4084-DR-FL for the State of Florida as a result of Hurricane Isaac. As amended, the declaration authorized Public Assistance in Bay, Collier, Escambia, Franklin, Gulf, Martin, Monroe, Okaloosa, Palm Beach, Saint Lucie and Santa Rosa Counties.
- B. The FEMA-State Agreement dated October 31, 2012, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and

THEREFORE, the Grantee and the Subgrantee agree to the following:

(1) DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of FEMA.
- B. "FEMA-State Agreement" is the agreement dated October 31, 2012, between the FEMA and the State of Florida, for a presidential emergency declaration designated FEMA-4084-DR-FL. As amended, the agreement authorized Public Assistance in Bay, Collier, Escambia, Franklin, Gulf, Martin, Monroe, Okaloosa, Palm Beach, Saint Lucie and Santa Rosa Counties.

(2) APPLICABLE LAW.

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

(3) FUNDING AND INSURANCE.

Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.
- B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.
- C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR § 206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(4) DUPLICATION OF BENEFITS PROHIBITION.

Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.

- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

(5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS.

Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

(6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS.

Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

- A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$66,400.00), which can be found at www.FloridaPA.org:
1. a request for reimbursement;
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
 3. a request for final inspection;
 4. a signed Project Completion and Certification Report upon the completion of all projects; and
 5. a Project Completion and Certification Report specified by subparagraph (6)A. of this Agreement.

(7) COST SHARING.

The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

(8) PAYMENT OF COSTS.

Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.
- B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The Invoice from the Subgrantee requesting this reimbursement must include:
 1. a Request for Reimbursement available at www.FloridaPA.org;
 2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure), etc..., which is also available at www.FloridaPA.org; and
 3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 2. Subgrantee shall submit to Grantee the budget supporting the request;
 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended within 90 days of the advance;
 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

- E. 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 (24) 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.
- F. As project costs are incurred, 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 sixty (60) 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 contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 20 of this Agreement.
- G. 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 Paragraph (3) or (7) 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.

(9) FINAL PAYMENT.

Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Paragraphs (6) and (8) of this Agreement;
- C. in the case of Large Projects, the Grantee shall have performed the final inspection; or
- D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and
- E. Subgrantee shall have requested final reimbursement.

(10) RECORDS MAINTENANCE.

The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
- B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the State, access to records upon request. 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 extend 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.
- G. The Subgrantee, 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 Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(11) REIMBURSEMENT OF FUNDS.

If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

(12) REPAYMENT BY SUBGRANTEE.

All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to the following address: **Cashier, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(13) AUDIT.

- A. The Subgrantee 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 all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a subgrantee is a State or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$500,000 or more, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
 - 1. If an annual financial audit report is required, it shall include all management letters and the contractor's response to all findings, including corrective actions to be taken.
 - 2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
 - 3. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of the Inspector General, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** An electronic copy shall also be submitted (via email) to: DEMSingle_Audit@em.myflorida.com.
- E. If a subgrantee spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.
- F. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the contractor of such non-compliance.
- G. If audit is conducted as required by subparagraph D. above, the subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at each of the following addresses:

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

As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132.**

- H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)
- I. Any reports, management letter, or other information required to be submitted to the Grantee pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, and Rules of the Auditor General, as applicable.
- J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- K. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the contractor shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Grantee of such non-compliance.
- L. A subgrantee shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. If the subgrantee is a State agency, an audit conducted by the Florida Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

(14)NONCOMPLIANCE.

If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Paragraph 24 of this Agreement.

(15)NONDISCRIMINATION BY CONTRACTORS.

Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

(16) MODIFICATION.

The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

(17) TIME FOR PERFORMANCE.

The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

(18) CONTRACTS WITH OTHERS.

If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes.

(19) LIABILITY.

Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

(20)REPORTS.

Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B," and available on www.FloridaPA.org. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

(21)MONITORING.

The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantee and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

(22)MANDATED CONDITIONS.

Subgrantee agrees to the following conditions:

- A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.

- E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.
- G. The Grantee 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 Grantee shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Grantee.
- H. A person or affiliate who has 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 Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. If applicable, the Subgrantee 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 the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any subgrantee other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee 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 Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
 3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of 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, or (b) 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.

Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. 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.

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

(23) TERM.

This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

(24)EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

- A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
 3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
 4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
 2. commence a legal action for the judicial enforcement of this Agreement;
 3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
 4. take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
- E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.
- F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to

Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

(25)ATTACHMENTS.

- A. All attachments to this Agreement if any are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at www.FloridaPA.org.

(26)NOTICE AND CONTACT.

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

Grantee:

Evan Rosenberg, Interim Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com

(27)DESIGNATION OF AGENT.

Subgrantee must complete Attachment "D" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

Hurricane Isaac
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT
(FEMA-4084-DR-FL)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative Date

FOR THE SUBGRANTEE:

Tynalin Smiley, Chairman

Name and Title

Signature 01/08/2013
Date

(All Subgrantees) Federal Employer Identification Number (FEIN): 045-99045-00

(State Agency Subgrantees Only) Florida Accounting Information Resource (FLAIR) Code:

Attachment "A"**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. Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subgrantee to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
8. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
9. It will (1) provide without cost to the United States and the Grantee all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Grantee free from damages due to the approved work or Federal funding.

10. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subgrantee by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Grantee shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subgrantee.

11. 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.

12. 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.)

13. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.

14. 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.

15. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

17. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

18. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

19. 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.

20. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

21. 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.

22. 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.

23. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

24. 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.

25. It will comply with all appropriate environmental laws, including but not limited to:

- a.) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
- b.) The Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
- c.) The Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
- d.) The Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
- e.) Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
- f.) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
- g.) The Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- h.) Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
- i.) 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.

26. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

27. 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.

28. 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.

29. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

30. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

31. With respect to demolition activities, it will:

- a.) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b.) Return the property to its natural state as though no improvements had ever been contained thereon.
- c.) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the county health department.
- d.) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
- e.) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
- f.) Leave the demolished site clean, level and free of debris.
- g.) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
- h.) Obtain all required permits.
- i.) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
- j.) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- k.) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l.) Provide documentation of public notices for demolition activities.

32. 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.

33. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

34. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United Grantees shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the subgrantee, this assurance shall obligate the subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

35. It agrees to comply with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

36. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.

37. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

38. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

39. 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.

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

41. 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 "B"

Public Assistance Quarterly Report
Available for Each Subgrantee on www.FloridaPA.org

Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarter end dates are December 31, March 31, June 30, September 30 and this form is due within 15 days of each end date. Selecting a project from the "SelectProject" field populates the form below. Reporting has been completed on projects where you are over the "SelectProject" list.

Select Project:

Click this link for project history for 100% completion

Type: Category & Size: [Add Project](#)
Fiscal Obligation: \$67,540.00
Work Deadline: Dec 31, 2007

General	This Quarter	Previous Quarter
Assigned Fiscal Amount:	\$67,540.00	\$67,540.00
Expended To Date:	\$68,640.00	\$6,640.00
Work Percent Complete:	-100.0%	100.0%
Estimated Completion Date:	Aug 30, 2007	Aug 30, 2007

Projected Funds to be Requested for Reimbursement

Delinquency for FY2013-Q1: July-Sep:	\$0.00	\$0.00
Delinquency for FY2013-Q1: Oct-Dec:	\$0.00	\$0.00
Delinquency for FY2013:	\$0.00	\$0.00
Delinquency for FY2014:	\$0.00	\$0.00
Delinquency for FY2015:	\$0.00	\$0.00
Delinquency for FY2016:	\$0.00	\$0.00

Status

Work Status:
Work Complete - Checkmark for Requested:

Cost Status:
Checkmark:

Comments:



Did you know...

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required. Select Time Extension
- If the project is 100% complete a Request for Project Completion is required. Select Project Completion

Attachment "C"

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

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee 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 Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____

Signature

Date

Subgrantee's Name

Grantee Agreement Number

Attachment "D"

DESIGNATION OF SUBGRANTEE'S AGENT FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM Florida Division of Emergency Management	
Sub-Grantee	
Primary Agent	Secondary Agent
Agent's Name Marshall Nelson	Agent's Name Ben Guthrie
Signature 	Signature 
Organization / Official Position Emergency Management Director	Organization / Official Position Emergency Management Coordinator
Mailing Address 1000 Cecil G. Costin, Sr. Blvd.	Mailing Address 1000 Cecil G. Costin, Sr. Blvd.
City, Grantee, Zip Port St. Joe, FL 32456	City, Grantee, Zip Port St. Joe, FL 32456
Daytime Telephone 850-229-9110	Daytime Telephone 850-229-9111
Facsimile Number 850-229-9115	Facsimile Number 850-229-9115
E-mail Address mnelson@gulfcounty-fl.gov	E-mail Address bguthrie@gulfcounty-fl.gov
The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.	
Chief Financial Officer	Sub-Grantee's Authority/Board/Commission
Name Becky Norris	Official's Name Tynalin Smiley
Signature 	Signature
Organization / Official Position Gulf County Clerk of Court	Organization / Official Position Board of County Commissioners, Chairman
Mailing Address 1000 Cecil G. Costin, Sr. Blvd	Mailing Address 1000 Cecil G. Costin, Sr. Blvd
City, Grantee, Zip Port St. Joe, FL 32456	City, Grantee, Zip Port St. Joe, FL 32456
Daytime Telephone 850-229-6112	Daytime Telephone 850-229-6106
Facsimile Number 850-229-1990	Facsimile Number 850-229-9252
E-mail Address bnorris@gulfclerk.com	E-mail Address dbutler@gulfcounty-fl.gov
Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes: Florida Division of Emergency Management	
Sub-Grantee's Fiscal Year (FY) Start Month: October Day: 1	
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000627	
Sub-Grantee's FIPS Number (If Known) 045 - 99045 - 00	
Sub-Grantee Authority/Board/Commission Signature	
Date: 01/08/2013	

**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
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
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)

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

Brett Lowry, Deputy Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-5335 • FAX (850) 229-5334 • EMAIL: blowry@gulfcountry-fl.gov

December 31, 2012

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

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 JAN -2 PM 12: 19

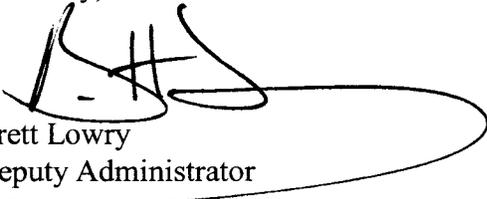
Re: One Way Fitness Center Proposal

Dear Mr. Smiley:

Per my recommendation please approve the attached proposal for employee fitness membership. In the past, the BOCC has contributed 100% towards the employee's fitness membership. This agreement with One Way Fitness Center will require the employee to contribute 50% towards their monthly membership. One Way Fitness Center will then invoice the BOCC monthly, base on the number of enrolled employees at 50% of the negotiated.

Fitness membership will be made available to all county employees effective January 1, 2013 and will be paid from the Insurance Budget.

Sincerely,


Brett Lowry
Deputy Administrator

BCC APPROVED

DATE _____ D.C. _____

Enclosures: 1

CARMEN L. McLEMORE
District 1

WARD MCDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN J. YEAGER JR.
District 5

1-813-LL



83
FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 JAN -2 PM 12: 19

January 1, 2013

Agreement Between WHSR LLC dba One Way Fitness Center and Gulf County, FL Board of County Commissioners

This contract will be for the purpose of providing professional fitness service to Gulf County employees at a reduced, contracted rate. Its goal is to improve the overall health and physical well-being of participating employees.

Monthly cost is \$25.00 per membership with Gulf County being responsible for one-half (1/2) of the contracted price and participating employees will pay the remaining \$12.50 plus any applicable sales taxes.

Gulf County will be billed monthly by One Way Fitness Center for all employees enrolled in the fitness center. Employees will be required to pay by Electronic Fund Transfer (EFT). If an employee intends to cancel the membership agreement, One Way Fitness Center must be notified 45 days in advance of the anticipated cancellation date.

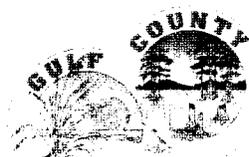
One Way Fitness will provide a monthly accounting of memberships at each billing cycle.

The above agreement will commence on January 1, 2013 and will continue till such time that either party notifies, in writing, 45 days in advance of their intention to terminate the agreement.

January 1, 2013

William H. Ramsey, Managing Member
WHSR LLC
dba One Way Fitness Center

Representative of Gulf County Board
of County Commissioners
Gulf County, Florida



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 Richardson

DATE: December 18, 2012

SUBJECT: Appointment to the Emergency Food & Shelter Board

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 JAN -2 PM 12: 00

Gulf County received the Emergency Food & Shelter Grant of 6,027.00. These funds have already been accepted by the Board. I have been serving on this Board since Larry Wells left but I need the Board to appoint me to the Phase 30 Emergency Food & Shelter Board. Also usually the chairman of the Board serves on this committee. The other county employees serving on this Board are James Kennedy, representing Veterans Services and David Richardson as an alternate document signer (appointed by the E F & S Board).

Also serving on this Board will be Ron Sharpe, United Way, Pam Martin and Lindsey McCrary, Salvation Army, Tony Barbee, American Red Cross, plus a catholic charities representative, a homeless representative, and a ministerial representative. The agencies represented appoint their representatives to the Board.

By this memo I am requesting the Board to appoint Stephanie Richardson, James Kennedy, David Richardson and Tan Smiley or his designee to the Emergency Food & Shelter Phase 30 Board.

BCC APPROVED

DATE _____ D.C. _____

PRESENT **84**
 DATE 1-8-13 LL

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
FIRE COORDINATOR

Brad Price

1000 CECIL G. COSTIN SR. BLVD., ROOM 310 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcountry-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M.. E.T.

To: Board of County Commissioners

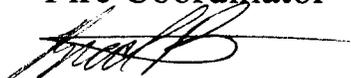
From: Brad Price Gulf County Fire Coordinator

I am requesting permission to turn my truck back in to the Public Works Department due to maintenance issues. The jail has agreed to give me a car more suited for my purposes, if the board approves. If there are any questions or concerns, please do not hesitate to contact me.

2004 Chevrolet
Tag # 213657
VIN: 1GCEC14V14Z187016

2004 Ford Crown Vic
Tag#TC1895
VIN: 2FAFP71WX4X120922

Brad Price
Fire Coordinator



BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORD
FEB 12 2013
GULF COUNTY CLERK
2012 FEB 12 PM 3:19

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

1-8-13 CC

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

86

Brett Lowry, Deputy Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-5335 • FAX (850) 229-5334 • EMAIL: blowry@gulfcounty-fl.gov

December 31, 2012

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

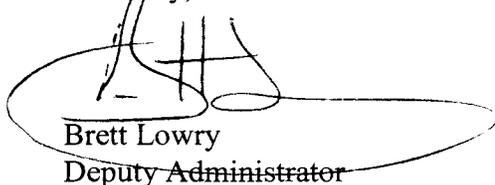
Re: Brad Price, Fire Coordinator/Special Risk Retirement

Dear Mr. Smiley:

The Department of Management Service has determined that the Fire Coordinator position is rated Special Risk Retirement. Mr. Price has not been classified as such until now.

For your consideration, please see the attached invoices from the Department of Management Service regarding retirement contributions to Willard B. Price, Fire Coordinator. These are back payments to correct the previously paid retirement. All future payments will be made in accordance with the special risk rates.

Sincerely,


Brett Lowry
Deputy Administrator

Enclosures: 2

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 JAN -2 PM 12: 01

CARMEN L. McLEMORE
District 1

WARD MCDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN J. YEAGER JR.
District 5

86



DEPARTMENT OF MANAGEMENT
SERVICES

RICK SCOTT
Governor

CRAIG J. NICHOLS
Secretary

33003
GULF CO BD OF CO COMMISSIONERS
1000 CECIL G COSTIN SR BLVD RM 148
PORT SAINT JOE FL 32456

Invoice Number	186764
Invoice Date	12/10/2012
Section	ENROLLMENTS
Contact Number	Local: (850) 488-8837 Toll-Free: 1-877-FRS-ENRL

Invoice Description	Amount Due
Variance Invoice	
1% DELINQ	
CTF-PP EE-NonState	-72.76
CTF-PP ER-NonState	2,392.97
CTF-PP Del Fee-ER NonState	65.00
Attention: To insure accurate processing of your account, indicate invoice number with your payment.	
	2,385.21

PLEASE MAKE CHECKS PAYABLE TO THE FLORIDA RETIREMENT SYSTEM.

A DELINQUENT FEE OF 1% PER MONTH WILL BE ASSESSED ON AMOUNTS NOT PAID WITHIN 30 DAYS FROM THE DATE OF THE INVOICE.

EFFECTIVE JULY 1, 2011, CORRECTIONS TO REPORTED PLAN CODES IN ADDITION TO PRIOR PERIOD ADJUSTMENTS AND WORKERS' COMPENSATION RESULT IN DELINQUENT FEES WHICH CANNOT BE WAIVED.

BCC APPROVED
DATE _____ D.C. _____

APPROVED FOR PAYMENT
Date 12/31/12 D.H. [Signature]
Acct. # 314522-22000



DEPARTMENT OF MANAGEMENT
SERVICES

RICK SCOTT
Governor

CRAIG J. NICHOLS
Secretary

33003
GULF CO BD OF CO COMMISSIONERS
1000 CECIL G COSTIN SR BLVD RM 148
PORT SAINT JOE FL 32456

Invoice Number	186765
Invoice Date	12/10/2012
Section	ENROLLMENTS
Contact Number	Local: (850) 488-8837 Toll-Free: 1-877-FRS-ENRL

Invoice Description	Amount Due
Contributions Adjustment Invoice	
CTF-PP Del Fee-ER NonState	8.24
CTF-PP Del Fee-HIS-NonState	0.57
CTF-PP Del Fee-PEORP Adm-NonSt	0.01
Attention: To insure accurate processing of your account, indicate invoice number with your payment.	
	8.82

PLEASE MAKE CHECKS PAYABLE TO THE FLORIDA RETIREMENT SYSTEM.

A DELINQUENT FEE OF 1% PER MONTH WILL BE ASSESSED ON AMOUNTS NOT PAID WITHIN 30 DAYS FROM THE DATE OF THE INVOICE.

BCC APPROVED
DATE _____ D.C. _____

APPROVED FOR PAYMENT
Date 12/31/12 D.H. [Signature]
Acct. # 314522-22000

DATE PAID
1-8-13 CL

SNIFFEN & SPELLMAN, P.A.
 123 North Monroe Street
 Tallahassee, Florida 32301
 Phone: (850) 205-1996 Fax: (850) 205-3004
 Federal I.D. #20-2446163

Terms: Due Upon Receipt

Attn: Jeremy Novak
 Gulf County
 Gulf County Board of County Commiss
 c/o County Attorney Jeremy Novak
 1000 Cecil G. Costin Sr. Blvd.
 Port St. Joe FL 32456

Page 1
 December 05, 2012
 Account No: 7010-001
 Statement No: 9853

Modification of Consent Decree

For Legal Services through November 30, 2012.

Thank you for allowing us to serve you.

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2012 DEC 18 AM 9:30

	Hours	
11/26/2012 MPS		
Revising letter to County Commission (.5); letter to County Attorney (.2); email with J. Novak (.2).	0.90	171.00
Total for Current Services	0.90	171.00

Summary by Timekeeper

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
Michael P. Spellman	0.90	\$190.00

Previous Balance	\$393.51
Total Current Charges	171.00

Payments

11/05/2012	Fee payment - Thank You. Check No. 00096907	-266.00
11/05/2012	Fee payment - Thank You. Check No. 00096907	-95.00
11/05/2012	Advance payment - Thank You. Check No. 00096907	-32.51
	Total Payments	-393.51
	Total Balance Due	<u>\$171.00</u>

BCC APPROVED

DATE _____ D.C. _____
 ACCT. # 21111-31300

Payments received after 12/03/12 are not included on this statement.

 **89**
 CONSENT
 DATE 1-8-13 LL

BOARD OF COUNTY COMMISSIONERS ⁹⁰ GULF COUNTY, FLORIDA

(From the Desk of Tynalin Smiley, Commissioner, District 4)

1000 CECIL G. COSTIN SR. BLVD. ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE (850)229-6106/639-6700

FAX (850) 229-9252 • EMAIL: commissioner4@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: TYNALIN SMILEY, DISTRICT 4

DATE: JANUARY 2, 2013

RE: EARLY LEARNING COALITION

It is my recommendation that the board approve the Early Learning Coalition to have meetings 3 days per month, in an available room at the Old Health Department building located on Fourth Street, in Port St. Joe, free of charge. This will be on a temporary basis.

Thank You.
Tan Smiley
District 4

BCC APPROVED

DATE _____ D.C. _____

2013 JAN -2 PM 11:59
GULF COUNTY BOARD OF COUNTY COMMISSIONERS
CLERK OF BOARD
TAN SMILEY
DISTRICT 4

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5 **90**

CONSENT
DATE: 1-8-13 CC

Regarding variance for proposed deck addition
@ 175 & 177, Seashore Dr, St Joe Beach. Elizabeth
dwey & Bill Hines

To whom it may concern;

Please refund the \$75⁰⁰ I paid
for above variance, as I applied in
August & it doesn't appear that
it will be approved.

Sincerely,

Bill Hines

BCC APPROVED
DATE _____ D.C. _____

2013 JAN - 2 PM 12: 00

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

Form CF 1
Sec. 219.04, F.S.

OFFICE OF

Planning

GULF COUNTY, FLORIDA

RECEIVED from

Elizabeth Ivey / Bill Hawks

Date

8/28, 2012 ¹⁹⁷⁹⁵

FOR:

Variance

\$

75.00

Variance

\$

75.00

\$

Bill Hawks
[Signature]

\$

OFFICER

\$

150.00

Form CF 1

Donald Butler

From: Jeremy Novak <jtnovak@novaklaw.us>
Sent: Friday, December 14, 2012 2:37 PM
To: commissioner1@gulfcountry-fl.gov; 'Ward McDaniel'; commissioner3@gulfcountry-fl.gov; 'Tan Smiley'; commissioner5@gulfcountry-fl.gov
Cc: dbutler@gulfcountry-fl.gov; 'Lynn Lanier'; 'Brett Lowry'
Subject: RESTORE CONSORTIUM 8 COUNTY RESOLUTION (REVISED FORMULA)
Attachments: DOC121412.pdf

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

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 9:00 A.M., E.T.

Commissioners,

Attached please find correspondence and the proposed joint resolution adopting the new formula for distribution among the 8 disproportionately affected counties.

Jeremy T.M. Novak, Esq.
Gulf County Attorney
402 Reid Avenue
Port St. Joe, Florida 32456
t. (850) 229-4700
f. (850) 229-1148

This electronic communication ("E-mail") is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521 and may contain attorney-client privileged and confidential information or attorney work product, and is intended only for the use of the individual or entity named above as the addressee. It is the exclusive property of the Novak Law Group PLLC. If the reader of this E-mail and any attachments is not the intended recipient, the retention, dissemination, distribution or copying of this E-mail and any attachments is strictly prohibited and violates applicable law. This E-mail may also include any authorized attachments, contains information from the Office of the County Attorney for the Gulf County Board of County Commissioners, that may be legally privileged, confidential, and exempt from disclosure under applicable law. This communication also may include content that was not originally generated by this office. If you have received this communication in error, please immediately notify the Novak Law Group, PLLC either by return e-mail or by telephone at 850.229.4700, and destroy this communication and all copies thereof from all computers on which it may be stored, including any and all attachments. Please Note: Florida has a very broad Public Records Law. Written communications to or from State and Local Officials regarding State or Local business are generally public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

BCC APPROVED
DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2013 JAN - 2 PM 12: 00

CONSENT **93**
DATE 1-5-13

2012-43

**JOINT RESOLUTION OF DISPROPORTIONATELY AFFECTED COUNTIES
UNDER THE FEDERAL RESTORE ACT**

A JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF BAY COUNTY, ESCAMBIA COUNTY, FRANKLIN COUNTY, GULF COUNTY, OKALOOSA COUNTY, SANTA ROSA COUNTY, WAKULLA COUNTY AND WALTON COUNTY, ESTABLISHING AND AGREEING TO A FORMULA FOR ALLOCATING AMONG THE COUNTIES CERTAIN FUNDS PROVIDED TO DISPROPORTIONATELY AFFECTED COUNTIES PURSUANT TO THE RESTORE ACT; PROVIDING AN EFFECTIVE DATE.

BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF BAY COUNTY, ESCAMBIA COUNTY, FRANKLIN COUNTY, GULF COUNTY, OKALOOSA COUNTY, SANTA ROSA COUNTY, WAKULLA COUNTY AND WALTON COUNTY:

SECTION 1. FINDINGS. The Boards of County Commissioners of Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Wakulla County and Walton County (the "Boards") hereby find as follows:

(A) In 2012, the Congress of the United States enacted and the President signed into law the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act").

(B) The RESTORE Act establishes the Gulf Coast Restoration Trust Fund consisting of 80 percent of all administrative and civil penalties paid by responsible parties in connection with the explosion on, and sinking of, the mobile offshore drilling unit Deepwater Horizon (the "Deepwater Horizon Event") pursuant to a court order, negotiated settlement or other instrument in accordance with Federal law.

(C) The RESTORE Act directs 35 percent of the available funds in the Trust Fund to be distributed in equal shares to the states of Alabama, Florida, Louisiana, Mississippi, and Texas (the State Allocation).

(D) The RESTORE Act divides Florida's share of the State Allocation into two parts. One part is for the Non-disproportionately Affected Counties which are to receive 25 percent of Florida's share. The RESTORE Act includes a formula for dividing the 25 percent among the Non-disproportionately Affected Counties based on distance to the Deepwater Horizon Event, population and sales tax collections.

(E) The second part of Florida's share is for the Disproportionately Affected Counties, which are to receive 75 percent of Florida's share (the "75 Percent Share"). The

RESTORE Act does not specify a formula for the distribution of those funds among the Disproportionately Affected Counties.

(F) Various sections of chapter 2011-142, Laws of Florida, defines the "Disproportionately Affected Counties" to include Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Wakulla County and Walton County .

(G) The Gulf Consortium was been formed by interlocal agreement among the Boards of County Commissioners of the 14 of the 15 Non-disproportionately Affected Counties and seven of the eight Disproportionately Affected Counties to address issues of mutual concern and benefit under the RESTORE Act.

(H) Franklin County Board of County Commissioners has not yet joined the Gulf Consortium.

(I) At its meeting on November 28, 2012, the Gulf Consortium formed the Committee of the Eight Disproportionately Affected Counties (the "Committee"), which includes a representative from each of the seven Disproportionately Affected Counties that are members of the Gulf Consortium and a representative from Franklin County.

(J) The Committee was established for the purposes of developing an agreed-upon formula by consensus of the Committee members to allocate the 75 Percent Share among the Disproportionately Affected Counties and recommending it for adoption to the Boards of County Commissioners of each of the Disproportionately Affected Counties.

(K) The Committee met in Walton County on December 7, 2012 and considered adopting a formula for distributing the 75 Percent Share among the Disproportionately Affected Counties and recommending it for adoption by Joint Resolution to the Boards of County Commissioners of each of the Disproportionately Affected Counties.

(L) Representatives of each of the Disproportionately Affected Counties attended the Committee meeting.

(M) The representative from Franklin County declared that she would not be voting on any motion considered by the Committee, as Franklin had not joined the Gulf Consortium.

(N) The Committee discussed a formula that included a 20 percent equal share for each of the Disproportionately Affected Counties, with the remaining 80 percent distributed according to the following weighted formula:

1. Thirty percent based on the weighted average of the county shoreline oiled.
2. Thirty percent based on the weighted average of the county per capita sales tax collections estimated for fiscal year 2011-12.

3. Twenty percent based on the weighted average of the population of the county.
4. Twenty percent based on inverse proportion of the weighted average distance from the Deepwater Horizon oil rig to the nearest and farthest point of the shoreline.

(O) Data presented to the Committee estimated that the formula would produce the following percentage shares of the 75 Percent Share for the Disproportionately Affected Counties:

BAY COUNTY	15.101
ESCAMBIA COUNTY	25.334
FRANKLIN COUNTY	8.441
GULF COUNTY	6.743
OKALOOSA COUNTY	15.226
SANTA ROSA COUNTY	10.497
WAKULLA COUNTY	4.943
WALTON COUNTY	13.712

(P) The Committee determined that the weighted formula included components that were not definitive, but were subject to interpretation, such as the population of the county, which can vary day-to-day.

Upon proper motion, with the representative from Franklin abstaining, the Committee otherwise unanimously adopted a motion recommending that the Boards of County Commissioners of each of the Disproportionately Affected Counties jointly adopt the following allocation of the 75 Percent Share for the Disproportionately Affected Counties based on the following percentages:

BAY COUNTY	15.101
ESCAMBIA COUNTY	25.334
FRANKLIN COUNTY	8.441
GULF COUNTY	6.743
OKALOOSA COUNTY	15.226
SANTA ROSA COUNTY	10.497
WAKULLA COUNTY	4.943
WALTON COUNTY	13.712

SECTION 2. AUTHORITY. Each of the Boards has the home rule power provided in the county's charter (for the charter counties) and in chapter 125, Florida Statutes, to adopt a resolution to further the health, safety and welfare of the county. Adopting a formula for allocating the 75 Percent Share among the Disproportionately Affected Counties furthers the goals and objectives of the each of the Boards by providing more certainty as to the allocation method under the RESTORE Act and resolving any dispute among the Disproportionately Affected Counties that may arise in the future.

SECTION 3. ADOPTION OF THE ALLOCATION FORMULA FOR THE 75 PERCENT SHARE. The Boards hereby adopt the following formula for allocating the 75 Percent Share among the Disproportionately Affected Counties on the following percentages:

BAY COUNTY	15.101
ESCAMBIA COUNTY	25.334
FRANKLIN COUNTY	8.441
GULF COUNTY	6.743
OKALOOSA COUNTY	15.226
SANTA ROSA COUNTY	10.497
WAKULLA COUNTY	4.943
WALTON COUNTY	13.712

SECTION 4. APPLICABILITY AND EFFECTIVE DATE. This Joint Resolution shall take effect upon adoption by each and every one of the Boards and shall become effective on the date adopted by the last Board of County Commissioners to adopt the Joint Resolution.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

**SIGNATURE PAGE TO THE JOINT RESOLUTION
ESTABLISHING A FORMULA FOR THE DISTRIBUTION
OF THE 75 PERCENT SHARE AMONG THE
DISPROPORTIONATELY AFFECTED COUNTIES**

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Bay County on the _____ day of _____, 201__.

George B. Gainer,
Chairman

Bill Kinsaul,
Clerk of the Circuit County,
Ex officio, Clerk of the Board of County Commissioners

Reviewed for Legal Form
And Sufficiency

Terrell K. Arline,
County Attorney

**SIGNATURE PAGE TO THE JOINT RESOLUTON
ESTABLISHING A FORMULA FOR THE DISTRIBUTION
OF THE 75 PERCENT SHARE AMONG THE
DISPROPORTIONATELY AFFECTED COUNTIES**

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Escambia County on the ____ day of _____, 201__.

Gene M. Valentino,
Chairman

Ernie Lee Magaha,
Clerk of the Circuit County,
Ex officio, Clerk of the Board of County Commissioners

Reviewed for Legal Form
And Sufficiency

Alison P. Rogers,
County Attorney

**SIGNATURE PAGE TO THE JOINT RESOLUTON
ESTABLISHING A FORMULA FOR THE DISTRIBUTION
OF THE 75 PERCENT SHARE AMONG THE
DISPROPORTIONATELY AFFECTED COUNTIES**

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Franklin County on the _____ day of _____, 201__.

Cheryl K. Sanders,
Chair

Marcia M. Johnson,
Clerk of the Circuit County,
Ex officio, Clerk of the Board of County Commissioners

Reviewed for Legal Form
And Sufficiency

Michael Shuler,
County Attorney

**SIGNATURE PAGE TO THE JOINT RESOLUTION
ESTABLISHING A FORMULA FOR THE DISTRIBUTION
OF THE 75 PERCENT SHARE AMONG THE
DISPROPORTIONATELY AFFECTED COUNTIES**

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Wakulla County on the _____ day of _____, 201__.

Randy Merritt,
Chairman

Brent X. Thurmond,
Clerk of the Circuit County,
Ex officio, Clerk of the Board of County Commissioners

Reviewed for Legal Form
And Sufficiency

Heather J. Encinosa,
County Attorney

**SIGNATURE PAGE TO THE JOINT RESOLUTION
ESTABLISHING A FORMULA FOR THE DISTRIBUTION
OF THE 75 PERCENT SHARE AMONG THE
DISPROPORTIONATELY AFFECTED COUNTIES**

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Walton County on the _____ day of _____, 201__.

Kenneth S. Pridgen,
Chairman

Martha Ingle,
Clerk of the Circuit County,
Ex officio, Clerk of the Board of County Commissioners

Reviewed for Legal Form
And Sufficiency

Toni Craig,
County Attorney

Public Notice

A Public Hearing will be held at the Board of County Commissioners (BOCC) meeting on Tuesday, January 8, 2013 and on Tuesday, January 22, 2013 at 9:00 a.m. EST. The public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

AN ORDINANCE PER THE REQUIREMENTS OF FLORIDA STATUE 163.3177(3)(b) TO YEARLY REVIEW AND UPDATE THE GULF COUNTY FIVE-YEAR CAPITAL IMPROVEMENT SHEDULE; INCORPORATING THE GULF COUNTY SCHOOL DISTRICT 2012/2013 WORK PLAN; INCORPORATING BY REFERENCE THE UPDATED CONCURRENCY TRACKING DATA; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT THEREWITH, PROVIDING FOR SEVERABLITY AND PROVIDING FOR AN EFFECTIVE DATE.

The public is encouraged to attend and be heard on this matter. The ordinance and contents are on file with the Clerk of Court and at the Planning Department, Room 311 in the Robert M. Moore Administration Building, 1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, FL.

Ad #2012-116

Date: December 27, 2012

Invoice: Gulf County Planning Department

Size: **Headline no smaller than 18 point**

Must be at least 2 columns wide by 10 inches long

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

Sheriff



JOSEPH NUGENT

Gulf County

Mailing Address:
P. O. Box 970
Port St. Joe, FL 32457

Office (850) 227-1115 • FAX (850) 227-2097
Wewahitchka (850) 639-5717

Physical Address:
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456



December 27, 2012

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

Re: Budget Amendment

Gentlemen:

We are requesting funds to cover the final payout for five employees as follows:

Accrued leave time	\$52,714.27
Employee Taxes	4,032.64
Total Payout	\$56,746.91

These expenses were not anticipated and therefore were not included in our approved budget.

Sincerely,



Joseph Nugent
Gulf County Sheriff

2012 DEC 27 PM 2:13
 RECEIVED
 CLERK OF COUNTY COMMISSIONERS
 PORT ST. JOE, FLORIDA

BCC APPROVED
 DATE _____ D.C. _____