

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>JULY 22, 2014</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-83
3. Public Hearing – P.D.R.B. Recommendations		84-85
4. Second Public Hearing – Ordinance (Amending Ordinance 1997-02)		86-88
5. County Staff Business		
6. Board Business		
7. Keith McCarron, A.R.P.C. – Five Year Work Program		
8. Public Discussion		

****REMINDER – SPECIAL MEETING JULY 17TH AT 9:00 A.M., E.T.****

F.S. 286.0105:

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

CONSENT AGENDA

JULY 22, 2014

1. Minutes – July 8, 2014 – Regular Meeting 1-9
2. Budget Amendment #4 – General Fund (Reducing the County Development Budget by \$18,000.00 and Increasing the Economic Development Budget By \$18,000.00) 10
3. Grant – FL Department of Environmental Protection (Small County Solid Waste Management Grant Application) 11-13
 - FL Department of Transportation (Small County Road Assistance Agreement * CR 30A from Franklin County Line to East of Money Bayou). 14-23
 - FL Department of Transportation (Small County Outreach Program Agreement * CR 30B from CR 30A To Indian Pass Boat Ramp) 24-33
 - FL Department of Transportation (Small County Outreach Program Agreement * Jarrott Daniels Road from CR 386 to SR 22) 34-43
 - FL Department of Transportation (County Incentive Grant Program Agreement * Old Bay City Road from South of Ross Stripling Road to Crossover Road, Phase II) 44-60
4. Insurance – Insurance Committee Recommendations (Health Insurance * PRM * Dental Insurance * FL Combined Life * Life Insurance (Bid #1314-21) * Standard * Voluntary Vision Insurance * Humana * Voluntary Work Site Benefits * American Fidelity Assurance Company). 61-67
 - Insurance Committee Recommendations (HSA Recommendation Run-out Administrative Fees) 68
5. Inventory – Clerk of Court (Junk * #10-370 * TRI-C Systems * Serial Number 072500442101086 * #10-386 * IBM Server with IBM Think Vision Monitor * Serial Number KP-XT553 & 2317453 * #10-357 * OKI Microline 395 * Serial Number 204A6035849 * #10-308 * Best Power Fortress * LI675VBWM01713 * #10-362 * Samsung SRV-960A Security System with VCR with Tatung Monitor * Serial Number 61VW2003672GVI & 020835885) 69-71

6.	Invoices – UniFirst Corporation (Courthouse * Invoice #2710075241 * \$77.83 * Invoice #2710074751 * \$76.75 * Invoice #2710074256 * \$76.75 * Public Works * Invoice #2710075237 * \$10.17 * Invoice #2710075237 * \$10.17 * Invoice #2710074747 * \$10.00 * Invoice #2710074252 * \$10.00)	72-77
7.	Resolution – Budget Amendment (Unanticipated Revenue in the General Fund from Economic Development Alliance, Inc.)	78
	- S.C.R.A.P. Grant Agreement (F.D.O.T. * CR 30A from East of Money Bayou to the Franklin County Line).	79
	- S.C.O.P. Grant Agreement (F.D.O.T. * CR 30B from CR 30A to Indian Pass Boat Ramp)	80
	- S.C.O.P. Grant Agreement (F.D.O.T. * Jarrott Daniels Road from CR 386 to SR 22)	81
	- C.I.G.P. Grant Agreement (F.D.O.T. * Old Bay City Road from South of Ross Stripling Road to Crossover Road, Phase II)	82
8.	Request for Funds – Gulf County Sheriff’s Office (July, 2014 Beach Patrol * \$6,963.54)	83

JULY 8, 2014

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 Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Tynalin Smiley, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Central Services Director Denise Manuel, Code Enforcement Officer Mike Aiken, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Fire Coordinator Brad Price, Deputy Grant Coordinator Kari Summers, Mosquito Control Director Mark Cothran, Assistant Public Works Director Jake Lewis, Sheriff's Office Captain Chris Buchanan, Tax Collector Shirley Jenkins, and T.D.C. Executive Director Jennifer Jenkins.

Sheriff's Office Captain Chris Buchanan called the meeting to order at 8:58 a.m., E.T.

Chairman McDaniel opened the meeting with prayer and led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Chairman McDaniel called for public comment regarding the Consent Agenda or the Information Packet. There being no comment, Chairman McDaniel called for Staff comment. Commissioner Bryan discussed pages 32-41 (Item #3 * Memorandum of Understanding with Opportunity Florida). She inquired about Item B on page 36 regarding the adjoining materials pit. Chief Administrator Butler discussed Item B from page 36, stating there is no materials pit on this piece of property. After further discussion, Commissioner Smiley motioned to approve the Consent Agenda, contingent on two (2) changes to the Memorandum of Understanding with Opportunity Florida (pages 32-41), including language to provide a buffer and clarification regarding the materials pit. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously, as follows:

1. Minutes – June 10, 2014 – Regular Meeting
 - June 11, 2014 – Joint Workshop
 - June 24, 2014 – Regular Meeting

2. Approval of Checks and warrants for June, 2014 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – Memorandum of Understanding (Opportunity Florida * Monopole Communication Tower * Beacon Hill)
 - Scope of Work (MRD Associates, Inc. * 5-Year Post-Construction Monitoring Services * St. Joseph Peninsula)
4. Appointee – Chipola Regional Transportation Partnership (Chairman Ward McDaniel and Commissioner Warren Yeager, Jr. * Grant Coordinator Towan Kopinsky as Liaison)
5. Inventory – Grant Coordinator (Remove * #205-4 * Toshiba 3500C Color Copier * Serial #533SFB * #205-1 * Dell Desktop Computer GX620 * Serial #CCA819811)
6. Invoices – The Ferguson Group, LLC – Federal Lobbyist (Invoice #0414551 * \$1,345.38 * Invoice #0514561 * \$52.34)
 - Novak Law Group – Professional Services (Invoice #2200-004 * \$287.00 * Invoice #2200-005 * \$7,653.50)
 - Sniffen & Spellman, P.A. – Legal Services (Invoice #12334 * \$2,610.50)
 - UniFirst Corporation (Courthouse * Invoice #2710073233 * \$72.25 * Invoice #2710073745 * \$72.25 * Public Works * Invoice #2710073229 * \$11.25 * Invoice #2710073741 * \$10.00)
7. Policy – Alleyway/Roadway Abandonment and Plat
8. Request for Funds – Gulf County Sheriff's Office (June, 2014 Beach Patrol * \$6,490.66)
 - Gulf County Supervisor of Elections (2013-14 Budget * \$30,700.00)
 - Gulf County Tax Collector (Parcel #01517-010R * 2010 Tax Certificate * \$483.74 * 2013 Tax Certificate * \$68.23)
9. Tax Roll – Recapitulation 2013
(End)

PUBLIC HEARING – AMENDING ORDINANCE 1997-02

Pursuant to advertisement to hold a Public Hearing to consider adoption of a proposed ordinance to amend County Ordinance 1997-02, County Attorney Novak read the proposed ordinance by title. He reported that a meeting of Beach Ordinance Committee was held and in their discussion it was a recommendation to allow a reduce rate if the driving permit is purchased within seven (7) days of issuance of the citation. After discussion, Commissioner Yeager motioned to allow the language to the proposed ordinance regarding a reduction in the fine amount, if proof is provided to the Clerk of Court within seven (7) days of issuance of the citation. Commissioner Smiley seconded the motion.

DISABLED PERMIT – TAX COLLECTOR

Upon inquiry by Commissioner Yeager, Gulf County Tax Collector Jenkins appeared before the Board stating that she would have to review the documents that Mr. Jim Neely provided to the Tax Collector's Office concerning the disabled permit in question.

PUBLIC HEARING – AMENDING ORDINANCE 1997-02

Upon inquiry by County Attorney Novak, Commission Yeager included in his motion to add language to the proposed ordinance that if a beach driving permit is purchased within the first seven (7) days of the issuance of the citation, the fine amount will be reduced to \$100.00. After discussion, Commissioner Yeager directed staff to no longer sell seven (7) day beach driving permits. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously. County Attorney Novak stated that the Second Public Hearing to consider adoption of a proposed ordinance amending Ordinance 1997-02 will be placed on the Agenda for July 22, 2014.

QUARTERLY REPORT – GULF COUNTY HEALTH DEPARTMENT

Gulf County Health Department C.E.O. Sandy Martin appeared before to discuss the closing of services for this school year. She reported that the Gulf County Health Department has two (2) new physicians on board, Dr. Charlie Richardson and Dr. Musab al Yahia. Chairman McDaniel welcomed the physicians to Gulf County. Upon inquiry by Commissioner McLemore, Ms. Martin stated that Gulf County Health Department works with the community partners in Wewahitchka and the entire County. She reported that Scared Heart is leasing space in the Gulf County Health Department Building in Wewahitchka to provide primary care. Ms. Martin discussed the services provided by the Gulf County Health Department in Wewahitchka (provided birth & death certificates, environmental health, family planning services, etc).

TOWER SPACE – PORT ST. JOE

Florida Forest Service Telecommunication Specialist Paul Noa appeared before the Board to discuss his concerns regarding telecommunication coverage on the South-end of Gulf County. He requested permission to place an antenna on the County's Tower and the State would pay for a tower load analysis and RF interference analysis, if needed. After discussion, Chief Administrator Butler discussed the County's charge for tower space; stating that the Forest Service does not have money in their budget to pay a monthly rate, but the State will pay for work on the tower. Chief Administrator Butler

reported that the tower needs a wind load analysis and painting. After discussion by members of the Board, Chairman McDaniel directed Mr. Noa to work with Chief Administrator Butler and bring a recommendation back before the Board for review.

DIRECT WORKFORCE SERVICES EXTENSION – CAREER SOURCE GULF COAST

Kim Bodine, of Career Source Gulf Coast appeared before the Board to request an extension of Direct Workforce Services. Commissioner Yeager motioned to approve the Direct Workforce Services Extension. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

PARTNERSHIP WITH GULF COUNTY – FLORIDA PACE PROGRAM

Lisa Miller, of the Florida PACE Funding Agency appeared before the Board to discuss the Property Accessed Clean Energy (PACE) Program. She reported that this program has received \$200 million from a private investment group to loan to property owners to create a more energy efficient and/or more wind strong home. Ms. Miller stated that applications are available on their government website. She stated that with this program there is no responsibility of the County regarding staff recourses or commitment of monies. After discussion, County Attorney Novak reported that Ms. Miller provided a proposed resolution and a proposed nonexclusive subscription agreement for Gulf County. He stated that after reviewing the proposed resolution, it will be placed in the Agenda for the next Board meeting for approval. Commissioner Yeager motioned to proceed with the process. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There was no public comment. Assistant Administrator Hammond reported that Ms. Miller would like to hold a workshop with the local contractors of Gulf County to discuss this program, stating that local contractors will be hired for this program. The motion then passed unanimously.

WHITE CITY BOAT DOCK

Deputy Administrator Lowry discussed the insurance claim regarding the White City Boat Dock. He stated that two (2) estimates from contractors have been received and the estimated amount the County's insurance company will pay is \$9,913.00. Deputy Administrator Lowry reported that once the repairs are completed and proof is provided, then the insurance company will pay an additional \$5,087.00. He discussed advertising for sealed bids (Bid #1314-26) for the repairs to the White City Boat Dock. Upon inquiry by Chairman McDaniel, Deputy Administrator Lowry stated that after the repairs are completed, the County's insurance company will pursue collection from the responsible party's insurance company. Upon inquiry by Deputy Administrator Lowry, County Attorney Novak discussed accepting the recommendation from staff regarding the proposed resolution of the distribution from the insurance company. Upon inquiry by Commissioner Bryan, Deputy Administrator Lowry stated that the County's insurance company will pursue the full amount, which will include the County's deductible. Commissioner Bryan motioned to approve the insurance distribution. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

CELEBRATION – JULY 4TH

T.D.C. Executive Director Jenkins appeared before the Board to discuss the 4th of July celebrations that were held within the County.

REPORT – TOURIST DEVELOPMENT COUNCIL

T.D.C. Executive Director Jenkins discussed the T.D.C. monthly report for June, 2014. She reported that two (2) writers will be visiting this week.

VIDEO – BEACH DRIVING PERMIT

T.D.C. Executive Director Jenkins discussed the beach driving permit and that the Beach Ordinance Committee recommends that the T.D.C. invest in a seven (7) minute informative video that the public would watch before purchasing a beach driving permit. She requested permission from the Board to video footage of driving on the beach while in season to produce the video. After discussion, Commissioner Yeager motion to allow T.D.C. Executive Director Jenkins to film footage of the beach for the video. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

TRASH PICKUP – BEACHES AND PARKS

T.D.C. Executive Director Jenkins discussed working with Public Works regarding trash pickup on the beach and within the parks. She noted the increased volume usage at the Highland View and White City Boat Ramps due to the recent usage change at Frank Pate Park for boat launch.

ANNUAL MEMBERSHIP DUES – RIVERWAY SOUTH

T.D.C. Executive Director Jenkins discussed the matter of renewing the membership with Riverway South that was brought up in a previous Board meeting. After discussion, Commissioner Yeager motioned to retain \$5,000.00 within the County. Chairman McDaniel stated that the County will not participate in Riverway South. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

RECOGNITION – 850 MAGAZINE

Commissioner Yeager reported that 850 Magazine recognizes Women in Business and have chosen T.D.C. Executive Director Jenkins. He stated that she would need to travel to Tallahassee to receive her recognition. Commissioner Yeager thanked T.D.C. Executive Director Jenkins for her hard work and this honor of recognition.

T.D.C. AMBASSADOR PROGRAM

Chairman McDaniel discussed the Ambassador Program and thanked them for a job well-done. Upon inquiry by Commissioner McLemore, T.D.C. Executive Director Jenkins discussed providing a rescue training next year and possibility assisting with Gulf County Sheriff's Office with code enforcement through the Ambassador Program.

ANNUAL BUDGET REPORT – MOSQUITO CONTROL

Upon discussion by Mosquito Control Director Cothran, Commissioner Yeager motioned to allow the Chairman to sign the Mosquito Control Annual Budget Report, which is due July 15, 2014. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

T.D.C. AMBASSADOR PROGRAM

Mosquito Control Director Cothran noted what an asset the Ambassador Program is to the County; stating that inmates are no longer on the beaches. He discussed working with T.D.C. and the ability to use the County resources (Inmate Workcrews) in different places within the County because of this program.

LETTER – OPPORTUNITY FLORIDA

Following discussion by Chief Administrator Butler, Commissioner Yeager motioned to allow the Chairman to sign a guarantee letter regarding the annual dues, in the amount of \$1,586.30 for Opportunity Florida. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

WORKSHOP – BUDGET

Chief Administrator Butler recommended the Board schedule a workshop on July 17, 2014 at 10:00 a.m., E.T. to discuss the 2014-15 proposed budget. Commissioner McLemore noted his desire to start earlier and motioned to schedule a workshop on July 17, 2014 at 9:00 a.m., E.T. Commissioner Bryan expressed concerns for the community being able to attend when starting so early. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no.

CONTRACT-CATHEY CONSTRUCTION/BID#1213-09 – WHITE CITY FIRE STATION

Chief Administrator Butler discussed the contract negotiations with Cathey Construction regarding the building of the White City Fire Station (Bid #1213-09) and recommended that the Board approve the contract, less the \$20,000.00 contingency of page two (2); in the amount of \$495,400.00 for the project. After discussion by Commissioner Bryan, She then motioned to table the contract for further review. The motion failed for a lack of a second. After discussion by members of the Board, Assistant Administrator Hammond reported that this is the third part of the contract that was approved by the Board six (6) months ago; stating that the numbers have not changed. Commissioner Bryan discussed her concerns regarding various problems at the fire station site located in White City and with not having enough time to review the contract prior to voting. Chief Administrator Butler referenced the recent County Administration Ordinance; noting that he went straight by the book (ordinance). After discussion, Chief Administrator Butler recommended that the Board hold \$20,000.00 (contingency) from the contract amount. Commissioner McLemore motioned to approve the recommendation by Chief Administrator Butler to hold \$20,000.00 from the contract amount, awarding \$495,400.00. Commissioner Yeager seconded the motion. After further discussion

Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan opposing.

AWARD BID #1314-20 – DESIGN & BUILD TWO BAY ADDITION/S.G.C.V.F.S.

Upon recommendation by Chief Administrator Butler, Commissioner Yeager motioned to award Bid #1314-20 for the Design and Build of two bay additions for South Gulf Fire Station to Cathey Construction and Development (local bidder). Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no.

EMAILS – DISTRICT III

Chief Administrator Butler discussed his concerns regarding two (2) emails received from District III; stating the highlighted areas are inaccurate. He also discussed his concerns with interference from Commissioner Bryan with County Staff. Upon approval by the Chair, Chief Administrator Butler then presented the Board with a copy of the two (2) emails for their review. Commissioner Yeager stated that this matter needs to be discussed between Commissioner Bryan and Chief Administrator Butler behind closed doors. Chairman McDaniel discussed the need for Chief Administrator Butler and Commissioner Bryan to meet to discuss their concerns with Clerk Norris and County Attorney Novak present, or a person of their choosing. Upon inquiry by Chairman McDaniel, Commissioner Bryan stated she has no objection with meeting with Chief Administrator Butler to discuss this matter further. Upon inquiry by Chairman McDaniel, Chief Administrator Butler stated he has no objection to meet. He then discussed his concerns regarding the inaccuracies of Commissioner Bryan's emails sent to the newspaper. Chairman McDaniel discussed meeting to discuss this matter further and for each party to pick a staff member to sit-in on the meeting. After discussion, Commissioner Bryan stated she would coordinate with County Attorney Novak to schedule a meeting with Chief Administrator Butler. After discussion, Chief Administrator Butler stated when Commissioner Bryan is ready to meet, during normal business hours, he will be ready to meet.

BOAT RAMP – FRANK PATE PARK

Upon inquiry by Commissioner McLemore, Port St. Joe City Commissioner Bo Patterson appeared before the Board to report the City of Port St. Joe now charges out-of-county residents \$50.00 per year, or \$10.00 per launch, for the use of the Frank Pate Boat Ramp. Upon inquiry by Commissioner McLemore, City Commissioner Patterson stated that County residents pay \$25.00 annually, or \$5.00 per launch, to use the Frank Pate Boat Ramp. Upon inquiry by Commissioner McLemore, City Commissioner Patterson reported there is no charge to the residents of the City of Port St. Joe to launch at the boat ramp at Frank Pate Park. Commissioner McLemore discussed his concerns regarding charging for launches at the boat ramp for all, except for Port St. Joe City residents. City Commissioner Patterson stated the public can come to the City Commission meeting to discuss their concerns regarding the fees; reporting the next City Commission meeting will be held on July 15, 2014 at 6:00 p.m., E.T. After discussion, Chairman McDaniel discussed the need for additional parking at the boat ramp due to the amount of people that use this boat ramp.

LIGHTHOUSE – CAPE SAN BLAS

Commissioner Yeager reported that the moving of the Lighthouse at Cape San Blas to Port St. Joe site is scheduled for July 14, 2014. He stated that a meeting will be held today to discuss emergency vehicles passing during the move of the Lighthouse.

MEETING – BEACH ADVISORY COUNCIL

Commissioner Yeager discussed the meeting held by the Beach Advisory Council to discuss the Beach Driving Ordinance. He also discussed the beach re-nourishment project; stating that they are waiting on FEMA issues to be addressed.

ADDITIONS – DEAD LAKES PARK

Chairman McDaniel discussed the need for additions to Dead Lakes Park. He reported the following items will be purchased for the Dead Lakes Park: seven (7) 8' tables, swing set with four (4) swings, fire rings, four (4) sheds for the camp area, four (4) hand dryers for the restrooms, solar panels, and a 16x36x9 pavilion. Chairman McDaniel discussed funds available from revenues from Dead Lakes Park and \$5,000.00 from T.D.C. He also reported the septic drain fill needs to be drained. Chairman McDaniel stated the first project will be to fix the septic drain fill, and the second project will be to purchase the pole barn. Commissioner McLemore motioned to proceed with these projects. Upon inquiry by Commissioner McLemore, Chairman McDaniel reported the Dead Lakes Park does accept monthly rates for the campground; noting if they leave early, there will be no refunds. Commissioner Yeager seconded for discussion; noting the Board's procurement policy would need to be followed. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

RV LOT – BEACON HILL

Commissioner Smiley discussed the possibility of using the forty (40) acres at Beacon Hill as RV Lots.

BOARD MEETINGS

Jennifer Corbin, of Beacon Hill appeared before the Board to discuss her concerns regarding perception viewed by the public while watching the Board meetings. She discussed tabling items that are brought up at the Board meetings to give the Board and public time to review the topic before voting. After discussion, Commissioner Yeager motioned to allow Ms. Corbin additional time to speak. Ms. Corbin discussed finding a balance in how to work together, with positive ends for everyone, to solve issues.

COMMUNICATION – CAPE SAN BLAS

Pat Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding communication issues at Cape San Blas. She reported that two (2) tower companies are ready to build a communication tower at the Cape and will provide free usage to the County, but need big phone companies to lease the space. Ms. Hardman requested that the Board allow E.D.C. to contact phone companies to encourage them to lease space on the Cape tower and to reach out to Representative Southland for assistance regarding this matter. After discussion by Commissioner Yeager,

Commissioner Smiley motioned to allow Ms. Hardman additional time to speak. Commissioner Yeager discussed working with staff to submit a letter. The Board had no objection.

LIGHTHOUSE – CAPE SAN BLAS

Pat Hardman, of Port St. Joe reported that the Lighthouse will be moved to Port St. Joe and Cape San Blas Road will be closed during the move. She stated that information needs to be sent out regarding the road closure. Commissioner Yeager discussed getting the information out to the public after the meeting at 1:30 p.m., E.T. today. Commissioner McLemore discussed getting the road grader down to the cut-of-road before the move. Chairman McDaniel requested that Mosquito Control Director Cothran place signs regarding the road closure.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Smiley, and unanimous vote, the meeting did then adjourn at 11:06 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

**Budget Amendment
#4**

Amend the FY2013-2014 budget for the General Fund by reducing the County Development Budget and increasing the Economic Development Budget to shift funding from the contracted EDC to the County EDC as discussed at the 3/25/14 and 4/22/2014 BOCC meetings. The initial 2014 allocation of \$20,000 to Gulf County Economic Development Alliance, Inc. has been returned along with an additional \$46,759.94 from prior year funding. \$2,000 of the funds returned were refunded to an private investor as approved by the BOCC on 5/13/2014.

	General Fund			Amended Budget
	Budget	Increase	Decrease	
County Development:				
27152-82000 Aid to EDA	\$20,000.00	\$0.00	\$18,000.00	\$2,000.00
Economic Development:				
275552-40000 Travel and Per Diem	\$0.00	\$11,000.00	\$0.00	\$11,000.00
275552-41000 Communications	\$0.00	\$2,000.00	\$0.00	\$2,000.00
275552-42000 Postage	\$0.00	\$1,000.00	\$0.00	\$1,000.00
275552-52000 Operating Expenses	\$0.00	\$2,000.00	\$0.00	\$2,000.00
275552-55000 Training & Education	\$0.00	\$2,000.00	\$0.00	\$2,000.00

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 24th day of July, 2014.

GULF COUNTY BOARD OF COUNTY COMMISSIONERS¹¹
PUBLIC WORKS DEPARTMENT

1001 TENTH ST.
PORT ST. JOE, FL 32456

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

14 JUL 16 AM 8:53

July 16, 2014

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works Director

SUBJ: Board Actions/Consent Agenda Request board allow chairman to sign the Small County Grant.

Ward McDaniel

Tan Smiley

Carmen McLemore

Warren Yeager

Joanna Bryan

11
7/22/14 LL



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Consolidated Small
County Solid Waste Management
Grant Application
Effective Date: T.B.A.
Incorporated in Rule: 62-716

Consolidated Small County Solid Waste Management Grant Application

1. Name of County GULF COUNTY

2. Address of County 1000 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456

3. Federal Employer Identification Number 59-6000627

4. Name and Title of Contact Person (person handling program on a daily basis, and the one who will sign Reimbursement request as the Grantee's Grant Manager.)

Name JOE DANFORD Title PUBLIC WORKS DIRECTOR

5. Address of Contact Person 1001 Tenth St., Port St. Joe, FL 32456

6. Telephone Number of Contact Person (850) 227-1401

7. Population of County 16,106

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

- a. Purchasing or repairing solid waste scales
- b. Solid Waste Management Program
Operating costs (may include waste tire and litter control and prevention)
- c. Planning
- d. Construction of solid waste facilities
- e. Maintenance of solid waste facilities
- f. Education for employees or public
- g. Recycling demonstration projects

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative: (Person who will sign the Grant Agreement).

Name WARD MCDANIEL Title Chairman, Gulf County Board of Commissioners

10A. Name and Title of Authorized Representative: (Person who will sign the Grant Reimbursement Request as Grantee's Fiscal Agent).

Name Joe Danford Title Public Works Director

Financial Project No.: 43122515801
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this _____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and _____ Gulf _____ County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 43122515801, for costs directly related to the resurfacing or reconstruction of CR30A from Franklin County line to East of Money Bayou, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

TO COUNTY:

Florida Department of Transportation
Attention: Program Management
1074 Highway 90
Chipley, Florida 32428

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before March 31, 2015.
- ii) Construction to be completed on or before December 31, 2015.

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2015. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services (“CEI”)] in the amount of (\$2,291,638.00).

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- monthly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit _____, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not 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 COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY 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 the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY 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. However, if the COUNTY 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 non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

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

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

- a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT 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 COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, _____.

GULF COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT _____

District Construction/Maintenance
Engineer Approval:

Legal Review:

Availability of Funds
Approval:

(Date)

EXHIBIT A

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
F.D.O.T.	Small County Road Assistance Program (55.016)	\$2,291,638.00

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

Financial Project No.: 43335315801
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this _____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and _____ Gulf _____ County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. 43335315801, for widening and resurfacing CR 30B (Indian Pass) from CR 30A to Indian Pass boat ramp hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

TO COUNTY:

Florida Department of Transportation
Attention: Program Management
1074 Highway 90
Chipley, Florida 32428

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Design to be completed on or before January 31, 2015.
- ii) Construction contract to be let on or before March 31, 2015.
- iii) Construction to be completed on or before December 31, 2015.

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2015. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT will fund 75% of the estimated cost of the PROJECT. The total estimated project cost is \$1,496,753.00. If the construction contract bid awarded by the COUNTY exceeds the construction estimate, the DEPARTMENT will participate in 75% of the bid up to 110% of the construction estimate. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:

- monthly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:

- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
- In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.
- Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.

D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit _____, attached hereto and made a part of this Agreement.

E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

M. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

O. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not 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 COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY 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 the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY 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. However, if the COUNTY 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 non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from

- other than State entities).
- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
 - a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
 - a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT 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 COUNTY in correspondence accompanying the reporting package.

F. RECORD RETENTION. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is

issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within _____ days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, _____.

 GULF COUNTY, FLORIDA

ATTEST: _____ (SEAL)
 CLERK

BY: _____
 CHAIRMAN, BOARD OF
 COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
 EXECUTIVE SECRETARY

BY: _____
 DISTRICT SECRETARY
 DISTRICT _____

District Construction/Maintenance
Engineer Approval:

Legal Review:

Availability of Funds
Approval:

_____ (Date)

EXHIBIT A

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
F.D.O.T.	Small County Outreach Program (55.009)	\$1,496,753.00

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

Financial Project No.: 43138915801
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this _____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Gulf County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. 43138915801, for paving of Jarrott Daniels Road from CR 386 to SR 22 hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Florida Department of Transportation
Attention: Program Management
1074 Highway 90
Chipley, Florida 32428

TO COUNTY:

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Design to be completed on or before January 31, 2015.
- ii) Construction contract to be let on or before March 31, 2015.
- iii) Construction to be completed on or before December 31, 2015.

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2015. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT will fund 75% of the estimated cost of the PROJECT. The total estimated project cost is \$3,585,507.00. If the construction contract bid awarded by the COUNTY exceeds the construction estimate, the DEPARTMENT will participate in 75% of the bid up to 110% of the construction estimate. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:

- monthly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:

- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
- In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.
- Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.

D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit _____, attached hereto and made a part of this Agreement.

E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

M. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

O. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. MONITORING. In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget (“OMB”) Circular A-133 and Section 215.97, Florida Statutes, as revised (see “AUDITS” below), monitoring procedures may include, but are not 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 COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT’S Office of Inspector General (“OIG”) and Florida’s Chief Financial Officer (“CFO”) or Auditor General.

C. AUDITS. Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY 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 the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY 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. However, if the COUNTY 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 non-State funds (i.e., the cost of such an audit must be paid from the COUNTY’S resources obtained from

- iv. other than State entities).
State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
 - a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
 - a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT 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 COUNTY in correspondence accompanying the reporting package.

F. RECORD RETENTION. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is

issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within _____ days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, _____.

 GULF COUNTY, FLORIDA

ATTEST: _____ (SEAL)
 CLERK

BY: _____
 CHAIRMAN, BOARD OF
 COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
 EXECUTIVE SECRETARY

BY: _____
 DISTRICT SECRETARY
 DISTRICT _____

District Construction/Maintenance
Engineer Approval:

Legal Review:

Availability of Funds
Approval:

(Date)

EXHIBIT A

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
F.D.O.T.	Small County Outreach Program (55.009)	\$3,585,507.00

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

Financial Project No. 42803525801
Catalog of State Financial Assistance No. 55.008
COUNTY: Gulf

This County Incentive Grant Program (CIGP) Agreement, hereinafter referred to as the "AGREEMENT", by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Gulf County, hereinafter referred to as the "COUNTY."

RECITALS

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this AGREEMENT; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 42803525801 for Resurfacing of Old Bay City Road from South of Ross Stripling Road to Crossover Road, Phase II, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement;

WHEREAS, the recitals set forth above are true and correct and are deemed to be restated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: Resurfacing of Old Bay City Road from South of Ross Stripling Road to Crossover Road, Phase II, as further described in Exhibit A (Scope of Services) attached hereto and made a part hereof.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing (Exhibit E, Notice of Completion).

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.55, F.S.). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements of the DEPARTMENT'S Construction Training and Qualification Program. The COUNTY may chose to satisfy this requirement by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

G. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

H. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

I. The COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without prior written consent of the DEPARTMENT.

J. All notices under this AGREEMENT shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	
Attention: Program Management Office	
1074 Highway 90	
Chipley, Florida 32428	

2. TERM

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in Exhibit B (Schedule of Services) attached hereto and made a part hereof. If the COUNTY does not complete or maintain the project in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

B. This AGREEMENT shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this AGREEMENT.

3. COMPENSATION AND PAYMENT

A. The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT pursuant to 339.2817, F. S. The parties agree that the estimated total PROJECT costs are Two million eighty three thousand nine hundred eighty four (\$2,083,984.00). **The parties further agree that the DEPARTMENT's maximum participation is Two million eighty three thousand nine hundred eighty four (\$2,083,984.00) and all remaining costs of the PROJECT will be borne by the COUNTY.** These amounts are outlined in Exhibit C (Schedule of Funding) attached hereto and made a part hereof.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

- X - monthly, or
- quarterly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in Exhibit D attached hereto and made a part hereof.

iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and Project Plans when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed as specified in Section 1. F. was met, and that the criteria for evaluating successful completion as specified in Section 1. B. was met.

vi) The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values (**Schedule of Values would only apply to a construction project**) and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

vii) All costs charged to the Project by the COUNTY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. Within thirty (30) days after completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, (Exhibit E, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

D. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receipt of the invoice and receipt, inspection, and approval of the goods or services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

E. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

F. If this AGREEMENT involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

G. The DEPARTMENT's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

H. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

I. Travel costs will not be reimbursed.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

M. It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in 129.06 Florida Statutes, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for Section 129.07 Florida Statutes.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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, consultant or subconsultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4. INDEMNITY AND INSURANCE

A. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this AGREEMENT, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

B. The COUNTY hereby agrees to defend, indemnify, save and hold harmless the DEPARTMENT, including its officers, agents and employees, from all suits, actions, claims, demands, damages and liabilities of any nature whatsoever arising out of any intentional, negligent, or wrongful act(s) or omission(s) by the COUNTY, including its agents, employees, contractors, subcontractors, consultants or subconsultants, which occur or are alleged to have occurred in connection with the PROJECT. This provision does not apply to the extent any such acts or omissions are made by the DEPARTMENT. This paragraph shall not be construed as a waiver of either party's sovereign immunity.

C. LIABILITY INSURANCE.

The COUNTY shall cause the DEPARTMENT to be an Additional Insured on any and all liability policies which provide coverage for tort liability to the COUNTY in connection with its operations relating to the PROJECT. The COUNTY shall furnish evidence of such coverage to the DEPARTMENT prior to the commencement of such operations in the form of an ACORD Certificate of Liability Insurance together with copies of any and all applicable Additional Insured endorsements. In the event the COUNTY has no such insurance coverage but instead maintains a self-insurance fund to cover such liabilities, the COUNTY agrees it shall disclose to the DEPARTMENT the amount of such self-insurance available.

The COUNTY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements with in connection with the PROJECT to cause the DEPARTMENT to be made an Additional Insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.

D. WORKERS' COMPENSATION. The COUNTY shall also carry, and cause any contractors, subcontractors consultants and subconsultants it may enter agreements with in connection with the PROJECT to carry, Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.

E. The COUNTY shall forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in paragraphs B - D above and which affect or potentially affect such coverage available to the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this AGREEMENT.

C. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT for purposes other than those set out in Section 337.274, Florida Statutes.

6. AUDIT

A. The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B. MONITORING

i) 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 fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

i) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

ii) 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 F to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT, if applicable. 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. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) 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).

v) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

D. STATE AUDITS

i) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

ii) 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 the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit F to this agreement indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT, if applicable. 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, 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.

iii) In connection with the audit requirements addressed in sub-paragraph i) 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

v) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

E. OTHER AUDIT REQUIREMENTS

i) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

ii) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Comptroller, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT 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 at each of the following addresses: (Insert mailing address(es) of office(s) responsible for program oversight)

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

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

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT and conducted in accordance with OMB Circular A-133, as revised, is **not** required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

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

a) In addition, 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 at the following address: (Insert mailing address(es) of office(s) responsible for program oversight)

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the following:

- a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

- b) The Auditor General's Office at the following address:

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

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

- a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

v) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi) Recipients, when submitting financial reporting packages to the DEPARTMENT 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.

G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This AGREEMENT may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.

D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.

F. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in **Gulf** County, Florida.

G. This AGREEMENT shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 7.

H. An entity or affiliate which has been placed 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 any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this _____ day of _____, 2014, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, 2014, and the DEPARTMENT has executed this AGREEMENT through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, 2014.

GULF COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF *COUNTY COMMISSIONERS*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY DISTRICT THREE

NAME: _____
DOT Legal Review:

Availability of Funds Approval:

(Date)

Appendix A
CHANGES TO FORM DOCUMENT

Notwithstanding any of the other terms and conditions of this agreement, the termination date of the project is **December 31, 2015**.

The remainder of this page intentionally left blank.

**Exhibit A
SCOPE OF SERVICES**

**Engineer's Opinion of Probable Costs to Resurface Old Bay City Road Phase II
from South of Ross Stripling Road to Crossover Road**

50% \$2,083,984.00

Exhibit B
SCHEDULE OF SERVICES

- I. Design to be completed on or before **January 31, 2015**
- II. Construction contract to be let on or before **March 31, 2015**
- III. Construction to be completed on or before **December 31, 2015**

The remainder of this page intentionally left blank.

**Exhibit C
SCHEDULE OF FUNDING**

This page intentionally left blank.

Exhibit D

PROVISIONS FOR ADVANCED PAYMENTS (If Applicable)
(Reference section 3 A. ii, in AGREEMENT)

- A. The DEPARTMENT agrees to pay an amount of \$ N/A which is equal to 15% of the DEPARTMENT's maximum participation of the estimate of the cost of the PROJECT.
- B. The advanced amount shall be paid to the COUNTY after execution of this AGREEMENT and within the fiscal year of the project funding in the DEPARTMENT'S Adopted Work Program as of the date of execution.
- C. The amount advanced after execution shall be applied toward latter months payments or at the completion of the PROJECT.
- D. The COUNTY will submit an invoice for the advance.
- E. Any unexpended funds remaining at the conclusion/termination of the AGREEMENT shall be returned to the DEPARTMENT within N/A days of the completion/termination of the project.

Exhibit E
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the (_____), Florida

PROJECT DISCRIPTION _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____.

(COUNTY _____, Florida)

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications.

SEAL:

By: _____, P.E.
Name: _____
Date: _____

Exhibit F AUDIT

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:

Catalog of Federal Domestic Assistance: (Number & Title)

Amount:

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency:

Florida Department of Transportation

Catalog of State Financial Assistance:

County Incentive Grant Program (55.008)

Amount:

\$2,083,984.00

Compliance Requirements

The PROJECT must:

1. be a facility. CIGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the PROJECT is not in these plans, it must be amended into them within six months of application.

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

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@gulfcounty-fl.gov

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

14 JUL 16 PM 1:32

July 10, 2014

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

Re: Insurance Committee Recommendations

Please see this letter as a unanimous recommendation from the Insurance Committee at its most recent meeting on July 2, 2014.

Health Insurance - Insurance Committee recommends we accept the 4% increase that was received from Public Risk Management (PRM) and renew for additional year (FY2014/2015). The Committee also suggests we review claims experience throughout the year for a possible RFP going out in May of 2015 for an October 1, 2015 effective date.

Dental Insurance - Insurance Committee recommends we accept the offer from our current provider Florida Combined Life with a 1 year commitment with no increase in premium.

Life Insurance - We received 8 bid in regards to our Life Insurance RFP. The Committee's recommendation is to proceed with contracting with Standard. Standard is an A rated company and will show savings of approximately \$300.00 per month, representing a 43% decrease. Rates are guaranteed for 3 years.

Voluntary Vision Insurance - The BOCC is in the 2nd year of a 2 year agreement with Humana with no change in premium or benefits.

Voluntary Work Site Benefits - Insurance Committee recommends we continue as is with no changes with American Fidelity Assurance Company. They have also informed us of no changes in their premium.

Sincerely,



Brett Lowry, Deputy Administrator

CARMEN L. McEMORE
District 1

WARD Mc DANIEL
District 2

IOANNA BRYAN
District 3

IAN SMILEY
District 4

WARREN J. YEAGER JR.
District 5

61
DATE 7/22/14 LL



Gulf County BOCC & Constitutional Officers
Group Life and AD&D RFP Results
Executive Summary
June 2, 2014

Proposals were received from 10 competitors, all with "A" or better financial ratings from AM Best rating services. The field included the incumbent, ING, with a "no-change" renewal offer. Prudential submitted a proposal, but did not deliver hard copies to the BOCC, thus disqualifying them.

Of the 9 qualified competitors, 7 of them produced rates lower than the current in-force carrier. The competitive leader of the group, Standard, produced a rate of .10/.03 per \$1,000 and subsequently negotiated to .095/.03 per \$1,000. Minnesota Life produced a competitive proposal; however, the most competitive rates they offered envision a much higher rate for retirees. The total premium for their proposal is still over 20% higher than Standard.

As with any insurance related product, no 2 companies or policies are the same. Standard's plan offers several enhancements to the current plan, such as an Accelerated Death Benefit, College Education Benefit, Child Care Benefit and Spouse Career Adjustment Benefit.

For the AD&D, ING's current plan covers hearing, speech and Thumb/Index finger on the same hand, while Standard's does not. For an additional penny, Standard will include an enhanced AD&D package to include those benefits, plus workplace assault, exposure to elements, and disappearance caused by an accident. Given that the county would still realize a significant savings with the extra penny, it may be worth considering. ING's portability has a slight advantage, as Standard has a limit of \$300,000 for employees, \$100,000 for spouses and \$5,000 for children. These limits would cover the vast majority of those covered today.

Standard has been further negotiable, including an agreement to a 180-day notice for rate change (after the 3-year rate guarantee), that was originally proposed as 60 days. We arranged for a call between Standard's administrative team and Elaine Bland at the Clerk's Office. Elaine reported that their systems and requirements are generally compatible with the county's needs and capabilities.

Gulf County Board of County Commissioners

10/1/2014 Renewal / Health Comparison

*OON = Out of Network

Carrier	Public Risk Management	
	Current Plan	
Plan	BlueOptions HSA 05168-05169	
Calendar Year Deductible	\$1,500 Ind / \$3,000 Fam-In Network \$3,000 Ind / \$6,000 Fam-OON (Family Umbrella)	
Coinsurance	0%-In Network / 20%-OON	
Family Physician Office Visit	Deductible & Coinsurance	
Specialist Office Visit	Deductible & Coinsurance	
Wellness	100% Covered In Network	
Physician Services Outside Office	Deductible & Coinsurance	
Urgent Care Center	Deductible & Coinsurance	
Emergency Room	Deductible & In Network Coinsurance	
Inpatient Hospital	Deductible & Coinsurance	
Outpatient Hospital	Deductible & Coinsurance	
Ambulatory Surgical Center	Deductible & Coinsurance	
Independent Diagnostic Testing Facility	Deductible & Coinsurance	
Freestanding Lab	Deductible-In Network Other Services & OON Deductible & Coinsurance	
Pharmacy	Retail: In Network Deductible, then 100%-In Network 50% Coinsurance-OON	
Out of Pocket Maximum	\$1,500 Ind / \$3,000 Fam-In Network \$6,000 Ind / \$12,000 Fam-OON (Combined w/ RX, Deductible & Coinsurance)	

Monthly Rates	Current	Renewal +4%
Employee	\$467.32	\$486.00
Employee+Spouse	\$797.92	\$829.82
Employee+Child(ren)	\$724.66	\$753.62
Family	\$1,223.71	\$1,272.64

Current Monthly Employer HSA Contribution:
EE \$72.81 / EE+CH \$60.04

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS
2014-2015 BENEFITS**

These medical, dental and vision benefits are available under the County's 125 Plan for payroll deductions

MAJOR MEDICAL INSURANCE (Coverage through Public Risk Management/Florida Blue)

Type of Coverage	Total Monthly Premium	Amount Paid by BOCC	Employee Pays Monthly	Employee Pays Bi-Weekly	Employer Monthly HSA Contribution
BlueOptions HSA 05168-05169					
Employee	\$486.00	\$550.00	\$0.00	\$0.00	\$64.00
Employee/Spouse	\$829.82	\$800.00	\$29.82	\$14.91	\$0.00
Employee/Child(ren)	\$753.62	\$800.00	\$0.00	\$0.00	\$46.38
Employee/Family	\$1,272.64	\$800.00	\$472.64	\$236.32	\$0.00

DENTAL INSURANCE (Coverage through Florida Combined Life)

Type of Coverage	Total Monthly Premium	Amount Paid by BOCC	Employee Pays Monthly	Employee Pays Bi-Weekly
Employee	\$19.55	\$19.55	None	None
Employee/Spouse	\$44.45	\$19.55	\$24.90	\$12.45
Employee/Child(ren)	\$67.57	\$19.55	\$48.02	\$24.01
Employee/Family	\$89.47	\$19.55	\$69.92	\$34.96

Type of Coverage	Total Monthly Premium	Amount Paid by BOCC	Employee Pays Monthly
Employee	\$2.70	\$2.70	None
Employee/Dependents	\$3.26	\$2.70	\$0.56

Type of Coverage	Total Monthly Premium	Amount Paid by BOCC	Employee Pays Monthly	Employee Pays Bi-Weekly
Employee	\$6.07	\$0.00	\$6.07	\$3.04
Employee + One	\$12.12	\$0.00	\$12.12	\$6.06
Employee + Family	\$16.22	\$0.00	\$16.22	\$8.11

Cash Option: Employees may choose a cash option of \$200 per month in lieu of health insurance with proof of other insurance provided.

Open enrollment is from August 4th to September 4th

Gulf County Board of County Commissioners
10/1/2014 Benefits

*OCW = Out of Network

HEALTH	
Carrier	Public Risk Management/Florida Blue www.floridablue.com
Plan	BlueOptions HSA 05168-05169
Calendar Year Deductible	\$1,500 Ind / \$3,000 Fam In Network \$5,000 Ind / \$6,000 Fam OCW (Family Umbrella)
Coinsurance	0% In Network / 20% OCW
Family Physician Office Visit	Deductible & Coinsurance
Specialist Office Visit	Deductible & Coinsurance
Wellness	100% Covered In Network
Physician Services Outside Office	Deductible & Coinsurance
Urgent Care Center	Deductible & Coinsurance
Emergency Room	Deductible & In Network Coinsurance
Inpatient Hospital	Deductible & Coinsurance
Outpatient Hospital	Deductible & Coinsurance
Ambulatory Surgical Center	Deductible & Coinsurance
Independent Diagnostic Testing Facility	Deductible & Coinsurance
Freestanding Lab	Deductible In Network Other Services & OCW Deductible & Coinsurance
Pharmacy	Retail In Network Deductible, then 100% In Network 50% Coinsurance OCW
Out of Pocket Maximum	\$1,500 Ind / \$3,000 Fam In Network \$6,000 Ind / \$12,000 Fam OCW (Combined w/ RX, Deductible & Coinsurance)

DENTAL	
Carrier	Florida Blue
Type I: Preventive Services	100% - No Ded.
Coinsurance	No Waiting
Waiting Period	
Type II: Basic Services	80%
Coinsurance	No Waiting
Waiting Period	
Type III: Major Service	50%
Coinsurance	No Waiting
Waiting Period	
Type IV: Orthodontia	Child(ren) to age 19
Coinsurance	50%
Waiting Period	No Waiting
Lifetime Maximum	\$1,000
Calendar Year Deductible	
Individual	\$50
Family	\$150
Annual Maximum Benefit	\$1,000 (Max Rollover \$500 Threshold/\$350 Rollover)
Out of Network Reimbursement	Fee Schedule

VISION	
Carrier	Florida Blue
Allowances	In Network
Eye Exam	\$10 Copay
Lenses (per pair)	\$15 Copay
Single	\$15 Copay
Bifocal	\$15 Copay
Trifocal	\$15 Copay
Lenticular	\$15 Copay
Frames	\$45 wholesale max after \$15 Copay
Contact Lenses	\$105 max (Materials Copay Waived)
Elective (fitting, follow up & lenses)	Covered in full (Materials Copay Waived)
Medically Necessary	
Service Frequency	Once every 12 months
Vision Exam	Once every 12 months
Lenses	Once every 24 months
Frames	Once every 24 months
Copayments	\$10
Exam	\$15
Materials	

BASIC LIFE AND AD&D

BASIC LIFE AND AD&D	
Carrier	Florida Blue
Employee Benefit Amount	\$20,000
Spouse Benefit Amount	\$5,000
Child(ren) Benefit Amount	\$1,000 (Birth to Age 20, full time students to Age 24)

SUPPLEMENTAL LIFE

SUPPLEMENTAL LIFE	
Carrier	Florida Blue
Employee Benefit Amount	\$10,000 to \$500,000 in \$10,000 increments
Spouse Benefit Amount	\$5,000 to \$250,000 in \$5,000 increments not to exceed 100% of employee amount
Child(ren) Benefit Amount	\$5,000 or \$10,000 (Birth to Age 20; full-time students to Age 24)

* High level summaries only;
see company summaries
for more detail

* Open Enrollment for
Health, Dental & Vision **65**



Gulf County Board of County Commissioners
10/1/2014 Basic Life and AD&D Renewal/Comparison

Combined Liberate
 SERVICES

Carrier	ING (All Best Rating = A) Current	MetLife (All Best Rating = A)	Prudential (All Best Rating = A)	CIGNA (All Best Rating = A)
Employee Benefit Amount	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)
Benefit Reductions	Reduces to: 50% at age 65	Reduces to: 65% at age 65 50% at age 70	Reduces to: 50% at age 65	Reduces to: 50% at age 65
Rate Guarantee	3 Years	3 Years	3 Years	3 Years
Term Life Rates	Current / Renewal	Spouse	Spouse	CIGNA
Rates Per \$1,000	\$0.200	\$0.095	\$0.085	\$0.170
Total Volume	\$3,320,000	\$3,320,000	\$3,200,000	\$3,320,000
Total Monthly Premium	\$664.00	\$315.40	\$272.00	\$564.40
AD&D Rates	Current / Renewal	Active EE's	Retirees	CIGNA
Rates Per \$1,000	\$0.020	\$0.020	\$1.450	\$0.020
Total Volume	\$3,190,000	\$3,190,000	\$120,000	\$3,190,000
Total Monthly Premium	\$63.80	\$95.70	\$63.80	\$63.80
Life & AD&D Monthly Total	Current / Renewal	Spouse = \$5,000	Child(ren)	CIGNA
	\$727.80	\$411.10	\$509.80	\$628.20
Dependent Life	Spouse = \$5,000 Child(ren) 6 Months to age 19 (Students to age 25) = \$1,000	Spouse = \$5,000 Child(ren) 6 Months to age 20 (24 if full-time student) = \$1,000	Spouse = \$5,000 Child(ren) 14 Days to age 19 (25 if full-time student) = \$1,000	Spouse = \$5,000 Child(ren) Live Birth to 6 Months = \$500 6 Months to age 26 = \$1,000
	\$0.57 Per Family	\$0.56 Per Family	\$0.57 Per Family	\$2.8481 Per Family
Supplemental Life	No Change	Matched Employee & Spouse Rates / Child(ren) Lower Rate	Matched	Matched Employee & Spouse Rates / Child(ren) Higher Rate

Gulf County Board of County Commissioners
 10/1/2014 Basic Life and AD&D Renewal/Comparison

Carrier	Current	Sun Life (AM Best Rating = A+)	Dearborn National (AM Best Rating = A+)	Unum (AM Best Rating = A)
Employee Benefit Amount	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)	Class I: All Active Full-Time Employees = \$20,000 Class II: Retirees = \$10,000 (No AD&D)	All Active Full-Time Employees & Retirees = \$20,000 (No AD&D for Retirees)
Benefit Reductions	Reduces to: 50% at age 65	Reduces to: 50% at age 65	Reduces to: 65% at age 65 50% at age 70	Reduces to: 65% at age 65 50% at age 70
Rate Guarantee	3 Years	2 Years	2 Years	2 Years
Term Life Rates	Current / Renewal	Sun Life	Dearborn National	Unum
Rates Per \$1,000	\$0.200	\$0.175	\$0.180	\$0.820
Total Volume	\$3,320,000	\$3,320,000	\$3,320,000	\$3,320,000
Total Monthly Premium	\$664.00	\$581.00	\$597.60	\$2,722.40
AD&D Rates	Current / Renewal	Sun Life	Dearborn National	Unum
Rates Per \$1,000	\$0.020	\$0.019	\$0.020	\$0.020
Total Volume	\$3,190,000	\$3,190,000	\$3,190,000	\$3,190,000
Total Monthly Premium	\$63.80	\$60.61	\$63.80	\$63.80
Life & AD&D Monthly Total	Current / Renewal	Sun Life	Dearborn National	Unum
	\$727.80	\$641.61	\$661.40	\$2,786.20
Dependent Life	Spouse = \$5,000 Child(ren) 6 Months to age 19 (Students to age 25) = \$1,000	Spouse = \$5,000 Child(ren) 14 Days to 6 Months = \$500 6 Months to age 19 (25 if full-time student) = \$1,000	Spouse = \$5,000 Child(ren) 14 Days to 6 Months = \$500 6 Months to age 30 = \$1,000	Spouse = \$5,000 Child(ren) Live Birth to age 19 (26 if full-time student) = \$1,000
	\$0.57 Per Family	\$2,243 Per Family	\$1.51 Per Family	\$4.197 Per Family
Supplemental Life	No Change	Matched Employee & Spouse Rates / Child(ren) Higher Rate	Matched	Higher
			Varies By Bracket	Matched

Prepared by *Combined Insurance Services, Inc.* For informational purposes only; see proposals for complete details.

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@gulfcounty-fl.gov

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July 10, 2014

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

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 JUL 16 PM 1:33

Re: HSA Recommendation/Run-out Administrative Fees

Please find attached a revised payroll deduction worksheet for your review and approval. As presented to the board last year, our arrangement with PRM/Florida Blue, provides that if the county leaves PRM, the BOCC would be subject to "run-out" administrative fees to cover the cost of administering claims paid after the contract termination. The total estimated cost for these fees is \$20,707. Last year we reduced the BOCC contributions to cover these fees if we ever leave PRM. This year we recommend changing the contributions back to the levels of FY2012/2013. This action requires no increase in funding from the board, but a redirection of the employer contributions to previous levels now that the PRM run-out fees have been put aside.

Current Board Contribution:

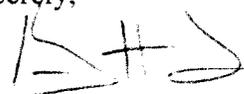
EE: \$540.13
EE & Spouse: \$783.15
EE & Child(ren): \$784.70
EE & Family: \$774.16

2014-2015 Recommended Board Contribution:

EE: \$550
EE & Spouse: \$800
EE & Child(ren): \$800
EE & Family: \$800

Please let me know if you have any questions.

Sincerely,


Brett Lowry
Deputy Administrator

CARMEN L. McLEMORE
District 1

WARD MCDANIEL
District 2

JOANNA BRYAN
District 3

FAN SMILEY
District 4

WARREN J. YEAGER JR.
District 5

68
DATE 7/22/14 LL

CLERK OF CIRCUIT AND COUNTY COURTS

RECORDER AND COMPTROLLER
GULF COUNTY, FLORIDA

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

69

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

14 JUL 15 PM 12:48

MEMORANDUM

To: Gulf County Board of County Commissioners
FROM: Jessie Elphinstone, Deputy Clerk
Date: July 15, 2014
SUBJECT: Removal of Items from Inventory

Please remove the following items from the Clerk of the Circuit Courts Office Inventory. These items have been replaced and no longer in use.

<u>Tag #</u>	<u>Description</u>	<u>Reason</u>
10 - 370	TRI-C Systems - SN:072500442101086	Obsolete
10 - 386	IBM Server w/IBM Think Vision Monitor	Obsolete
10-357	OKI Microline 395 - SN: 204A6035849	Obsolete
10-308	Best Power Fortress -SN: LI675VBWM01713	Obsolete
10-362	Samsung SRV-960A Security System / VCR / w/Tatung Monitor	Obsolete

69

7/22/14 LL

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

70

Initiating Department: Gulf County Clerk of Courts

Check type of Activity below:

Asset Acquisition
 Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
<i>Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment</i>			

Asset Donation

Donation From	Asset Description	Value

Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary

Asset Transfer To

Receiving Department -- Name _____

Surplus (useable condition but no longer needed by Department)

Asset Disposal

<input checked="" type="checkbox"/> Retired (check reason) <input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government	Retirement Reason: <input checked="" type="checkbox"/> Obsolete / No longer needed <input type="checkbox"/> Non-Repairable <input type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other
--	--

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 14 JUL 15 PM 12:48

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Clerk	10-370	TRI-C Systems	072500442101086
Clerk	10-386	IBM Server w/ IBM Thin Vision Monitor	Server KP-XT553 Monitor 2317453
Clerk	10-357	OKI Microline 395	204A6035849

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

Other Information : _____

<p style="text-align: center;">Department / Location Approval</p> <p style="font-size: small;"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Department Head Signature * </div> <div style="text-align: center;"> <u>7-15-14</u> Date </div> </div> <p style="font-size: x-small;">* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> <p style="font-size: x-small; text-align: center;">Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
---	--

Office of the Clerk of Circuit Court

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

70

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

71

Initiating Department: Gulf County Clerk of Courts

Check type of Activity below:

Asset Acquisition
 Asset Purchase

Amount Invoice# Invoice Date Vendor Name
Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment

Asset Donation

Donation From Asset Description Value

Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary

Asset Transfer To

Receiving Department -- Name _____

Surplus (useable condition but no longer needed by Department)

Asset Disposal

<input checked="" type="checkbox"/> Retired (check reason)	Retirement Reason:	<input checked="" type="checkbox"/> Obsolete / No longer needed
<input type="checkbox"/> Sold		<input type="checkbox"/> Non-Repairable
<input type="checkbox"/> Trade-in		<input type="checkbox"/> Repair Not Cost Effective
<input type="checkbox"/> Donate		<input type="checkbox"/> Cannibalized
<input type="checkbox"/> Return to other Government		<input type="checkbox"/> Other

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 14 JUL 15 PM 12: 48

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Clerk	10-308	Best Power Fortress	LI675VBWM01713
Clerk	10-362	Samsung SRV-960A Security System / VCR / Tatum Monitor	61VW20C3672/BV-E 020835885

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

Other Information : _____

<p style="text-align: center;">Department / Location Approval</p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Department Head Signature * </div> <div style="text-align: center;"> 7-15-14 Date </div> </div> <p style="font-size: small;">* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____ Date</p> <p style="font-size: small; text-align: center;">Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
--	---

INVOICE NUMBER 271 0075241 REMIT TO: UniFirst Corporation
 INVOICE DATE 7/08/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864498 PANAMA CITY BEACH FL 32413 **72**
 A/R NUMBER RTE# 83210

CUSTOMER GULF COUNTY DUST ACCO



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



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

INVOICE 271 0075241 DATE 7/08/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 833734

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 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

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 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8586 RTE# 83210

LN#/ DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC REQ.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
		LOGG MAT 3X5 GULF CO		6	30.00			2/11	6	
		LOGG MAT 4X6 GULF CO		5	36.75			2/11	5	
		DISPENSER 2000M SOAP		2				3/10		
		SUPRONIX HVYDUTY HND		2	10.00			3/10		
		FINANCE CHARGE			1.08					
INVOICE SUB-TOTAL						77.83				

TOTAL SERVICE CHANGES

AMOUNT DUE

77.83

THIS IS YOUR ONLY INVCE- NET 30 DAYS PLEASE SIGN

A. Collinsworth

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

FILED
 2014 JUL 15 AM 11:07
 GULF COUNTY FLORIDA

Stein Mak

*Thanks,
Ray*

Courthouse Maintenance
 281712-52

7/22/14 LL

INFORM 72
 DATE _____

INVOICE NUMBER 271 0074751 REMIT TO: UniFirst Corporation
 INVOICE DATE 7/01/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864498 PANAMA CITY BEACH FL 32413
 A/R NUMBER RTE# B3210
 CUSTOMER GULF COUNTY DUST ACCOU



PAYMENT AMOUNT \$ _____ 2710074751Y

- Please Detach and Return With Payment -



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

INVOICE 271 0074751 DATE 7/01/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT 633734

SHIP TO 864498 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

BILL TO 864498 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8586 RTE# B3210

LKN/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC NED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP	
				QTY.	AMOUNT						
		LOGO MAT 3X5 GULF CO		6	30.00			2/11	6		
		LOGO MAT 4X6 GULF CO		5	36.75			2/11	5		
		DISPENSER 2000M SOAP		2				3/10			
		SUPROMX HVYDUTY HND		2	10.00			3/10			
INVOICE SUB-TOTAL						76.75					

TOTAL SERVICE CHARGES

AMOUNT DUE

76.75

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

J.K. Collinsworth

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

2014 JUL 15 AM 11:05

County Maintenance
 281712- 52

Handwritten signature

DATE 7/27/14

INVOICE NUMBER 271 0074256 REMIT TO: UniFirst Corporation
 INVOICE DATE 6/24/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864498 PANAMA CITY BEACH FL 32974
 A/R NUMBER RTE# 83210
 CUSTOMER GULF COUNTY DUST ACCOU



PAYMENT AMOUNT \$ _____ 2710074256Y

- Please Detach and Return With Payment -



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

INVOICE 271 0074256 DATE 6/24/14 PAYMENT TERMS CHARGE PURCHASE ORDER 4460-1 CONTRACT 833734

TO 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL & COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

TO 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL & COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/833-8985 RTE# 83210

LKR/DEPT.	PER MIN.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP	
				QTY.	AMOUNT						
		LOGG MAT 3X5 GULF CO		6	30.00			2/11	5		
		LOGG MAT 4X6 GULF CO		5	36.75			2/11	5		
		DISPENSER 2000M SOAP		3				3/10			
		SUPROMX HVYDUTY HND		2	10.00			3/10			
INVOICE SUB-TOTAL						76.75					

TOTAL SERVICE CHANGES

AMOUNT DUE

76.75

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

X.K. Collinsworth

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

Steve Moh

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

2014 JUN 26 PM 4:02

Courthouse Maintenance
 281712. 52

DATE 7/22/14 **74**

INVOICE NUMBER 271 0075237 REMIT TO: UniFirst Corporation
 INVOICE DATE 7/08/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864483 PANAMA CITY BEACH FL 32715
 A/R NUMBER RTE# 83260
 CUSTOMER GULF CO ROAD -WIPER/PA



PAYMENT AMOUNT \$ _____ 2710075237Y

- Please Detach and Return With Payment -



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

INVOICE 271 0075237 DATE 7/08/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT 633734

SHIP TO 864483 GULF CO ROAD -WIPER/PAPER 1000 FL 71 BOBBY KNEE PORT SAINT JOE FL 32456
BILL TO 864483 GULF CO ROAD -WIPER/PAPER 1000 FL 71 BOBBY KNEE PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8585 RTE# 83260

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

BAGGED 18X18 WIPERS 10.00 8/10
 FINANCE CHARGE .17

INVOICE SUB-TOTAL 10.17

TOTAL SERVICE CHARGES

AMOUNT DUE

10 17

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

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

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

2014 JUL 15 AM 11:57

John Lewis
 Fleet Maintenance
 28151912- 52

CONFIRM 75
 DATE 7/22/14 LL

INVOICE NUMBER 271 0074747 REMIT TO: UniFirst Corporation
 INVOICE DATE 7/01/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864483 PANAMA CITY BEACH FL 3276
 A/R NUMBER RTE# B3260
 CUSTOMER GULF CO ROAD -WIPER/PA



PAYMENT AMOUNT \$ _____

2710074747#

- Please Detach and Return With Payment -



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

INVOICE 271 0074747 DATE 7/01/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT 633734

SHIP TO 864483 GULF CO ROAD -WIPER/PAPER 1000 FL 71 BOBBY KNEE PORT SAINT JOE FL 32456
BILL TO 864483 GULF CO ROAD -WIPER/PAPER 1000 FL 71 BOBBY KNEE PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8586 RTE# B3260

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
		BAGGED 18X18 WIPERS			10.00			3/10		
		INVOICE SUB-TOTAL			10.00					

TOTAL SERVICE CHANGES _____

AMOUNT DUE 10.00

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

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

FILED FOR RECORD
 REBECCA L. ...
 CLERK OF CIRCUIT
 GULF COUNTY, FLORIDA
 2014 JUL 15 AM 11:10

Jake Lewis
 Fleet Maintenance
 28151912-52

Thank you Ray

7/26/14 76 u

INVOICE NUMBER 271 0074252 REMIT TO: UniFirst Corporation
 INVOICE DATE 6/24/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864483 PANAMA CITY BEACH FL 32714
 A/R NUMBER RTE# B3260
 CUSTOMER GULF CD ROAD -WIPER/PA



PAYMENT AMOUNT \$ _____

27100742520

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32714

INVOICE 271 0074252 DATE 6/24/14 PAYMENT TERMS CHARGE PURCHASE ORDER 4160-3 CONTRACT 633.14

SHIP TO 864483 GULF CD ROAD -WIPER/PAPER 1000 FL 71 BOBBY KNEE PORT SAINT JOE FL 32456
BILL TO 864483 GULF CD ROAD -WIPER/PAPER 1000 FL 71 BOBBY KNEE PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8586 RTE# B3260

LN#	DEPT.	PER	DESCRIPTION OF SERVICE	SVC	BILLED		TAX	ADJ.	ADD	DEL.	PICK
					REB.	QTY.					
			BAGGED 18X18 WIPERS			10.00			3/10		
			INVOICE SUB-TOTAL			10.00					

TOTAL SERVICE CHANGES _____
 AMOUNT DUE 10.00

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

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

FILED FOR RECORD
 BOBBY KNEE
 GULF COUNTY FLORIDA
 2014 JUN 26 PM 4:05

John Lewis
 Fleet Maintenance
 28151912- 52

DATE 7/27/14 U

RESOLUTION 2014-

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the General Fund from the return of prior year funding from Gulf County Economic Development Alliance, Inc.

WHEREAS, said revenue is needed to help pay expenditures incurred in fiscal year 2013-2014 for the County Economic Development Council Budget

NOW, THEREFORE, BE IT RESOLVED as follows:

The 2013-2014 fiscal year budget is to be amended as follows:

GENERAL FUND

		Original Budget	Increase/ (Decrease)	Amended Budget
<u>REVENUE:</u>				
00169-3000	Refund of Prior Year Exp.	0.00	46,760.00	46,760.00
<u>EXPENDITURES:</u>				
275552-23000	Life, Health & Dental Ins.	9,386.00	560.00	9,946.00
275552-31000	Professional Services	0.00	6,000.00	6,000.00
275552-34000	Other Contractual Services	0.00	20,000.00	20,000.00
275552-44000	Rentals and Leases	0.00	2,500.00	2,500.00
275552-47000	Printing and Binding	0.00	1,000.00	1,000.00
275552-48000	Promotional Activities	0.00	1,000.00	1,000.00
275552-48100	Promotional/Exhibit Space Fees	0.00	200.00	200.00
275552-48202	Advertising- Print	0.00	1,000.00	1,000.00
275552-48203	Advertising- Interact/Digital	0.00	1,500.00	1,500.00
275552-51000	Office Supplies	0.00	3,000.00	3,000.00
275552-52001	Oper. Exp.- Events/Reception	0.00	2,000.00	2,000.00
275552-54000	Books, Publ, Subsc, Memberships	0.00	2,000.00	2,000.00
275552-64000	Equipment	0.00	6,000.00	6,000.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this 24th day of July 2014.

ATTEST:

T. Ward McDaniel, Chairman

Rebecca L. Norris, Clerk

RESOLUTION NO. 2014-

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.R.A.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, Gulf County has certified to the F.D.O.T. that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 431225-1-58-01 for costs directly related to resurfacing of C.R. 30-A from East of Money Bayou to the Franklin County line.

ADOPTED this 22nd day of July, 2014.

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

ATTEST:

**WARD MCDANIEL
CHAIRMAN**

CLERK / DEPUTY CLERK

RESOLUTION NO. 2014-

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.O.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Outreach Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 224.044, Florida Statutes, to enter into an Agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that eligibility requirements have been met of said Section 339.2818, Florida Statutes; and

WHEREAS, FDOT is willing to provide Gulf County with financial assistance under Financial Management Number 433353-1-58-01 for costs directly related to **widening and resurfacing C.R. 30-B (Indian Pass) from C.R. 30-A to Indian Pass Boat Ramp**, hereinafter referred to as the "**PROJECT**";

NOW, THEREFORE, BE IT RESOLVED by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the widening and resurfacing C.R. 30-B (Indian Pass) from C.R. 30-A to Indian Pass Boat Ramp.

ADOPTED this 22nd day of July, 2014.

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

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

CLERK / DEPUTY CLERK

RESOLUTION NO. 2014-

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.O.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Outreach Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 224.044, Florida Statutes, to enter into an Agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that eligibility requirements have been met of said Section 339.2818, Florida Statutes; and

WHEREAS, FDOT is willing to provide Gulf County with financial assistance under Financial Management Number 431389-1-58-01 for costs directly related to paving of **Jarrot Daniels Road from C.R. 386 to S.R. 22**, hereinafter referred to as the **“PROJECT”**;

NOW, THEREFORE, BE IT RESOLVED by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the paving of Jarrott Daniels Road from C.R. 386 to S.R. 22.

ADOPTED this 22nd day of July, 2014.

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

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

CLERK / DEPUTY CLERK

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A C.I.G.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, F.S. to provide funds to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044, F.S. to enter into an agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that eligibility requirements have been met; and

WHEREAS, F.D.O.T. is willing to provide Gulf County with financial assistance through financial project #428035-2-58-01 for the **resurfacing of Old Bay City Road from South of Ross Stripling Road to Crossover Road Phase II**;

NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COMMISSIONERS that the Chairman of the Board be authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the **resurfacing of Old Bay City Road from South of Ross Stripling Road to Crossover Road Phase II**.

ADOPTED this 22nd day of July, 2014.

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

WARD MCDANIEL, CHAIRMAN

ATTEST:

CLERK / DEPUTY CLERK



Gulf County Sheriff's Office

Sheriff Mike Harrison

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • www.gulfsheriff.com
 850-227-1115 • 850-639-5717 • Fax 850-227-2097

July 10, 2014

Becky Norris
 Gulf County Clerk of the Court
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456

Dear Becky:

We are requesting Beach Patrol Funds in the amount of \$6,963.54. This is to pay for salaries, taxes and benefits related to Beach Patrol for July 2014. Attached is support for the amount requested. Please make the check payable to Gulf County Sheriff's Office.

If you have any questions, please feel free to contact me.

Sincerely,

Mike Harrison

Mike Harrison
 Gulf County Sheriff

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

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PUBLIC NOTICE

A Public Hearing will be held at the Planning and Development Review Board (PDRB) on July 21, 2014 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, July 22, 2014 at 9:00 a.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The Public Hearings will be to discuss and act on the following:

1. Variance - HTS Properties LLC - Parcel ID #03979-005R - Section 5, Township 7 South, Range 11 West near to Summer Place - Gulf side St. Joe Beach - Road setback to meet DEP.
2. Development Issue - Gibson & Hosey - Parcel ID #04064-002R - Section 5, Township 7 South, Range 11 West - St. Joe Beach - RV LDR Regulations
3. County Development Regulations and Policies
4. Staff, Public and Open Discussion

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 311.

Advertise It

Date: July 10, 2014 and July 17, 2014

Invoice: Gulf County Planning Department

Size: Headline no smaller than 18 point

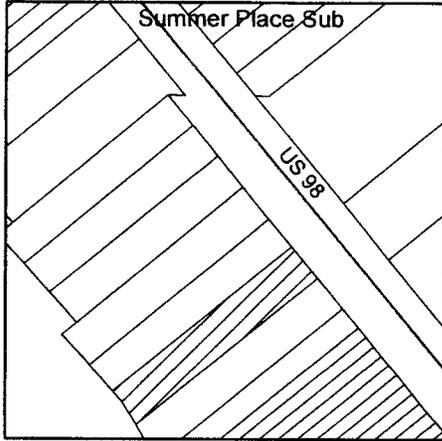
Must be at least 2 columns wide by 10 inches long

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

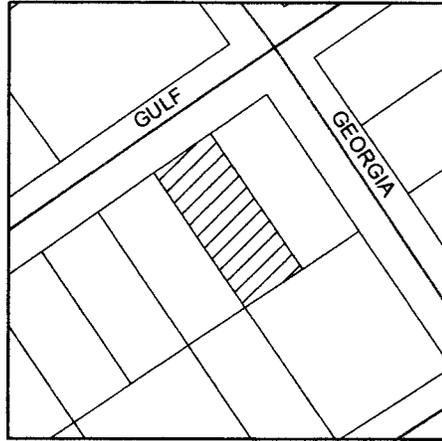
MAP

Ad: #2014-65

Variance - HTS Properties LLC



Gibson - Development Issue



ORDINANCE NO. 2014-_____

AN ORDINANCE OF GULF COUNTY, FLORIDA; WHEREBY AMENDING GULF COUNTY ORDINANCE NO. 1997-02 TITLED IN PART "ALLOWING FOR VEHICULAR TRAFFIC ON CERTAIN COASTAL BEACHES WITHIN GULF COUNTY, FLORIDA"; SPECIFICALLY AMENDING THE ORDINANCE PROVISION "PROVIDING FOR A PERMIT FEE" AND "FINES"; PROVIDING FOR REPEALER, SEVERABILITY, MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Gulf County, Florida (hereinafter "Commissioners"), found and determined at its regular meeting of June 10, 2014 that Gulf County (hereinafter "County") shall amend its beach driving permit fees and fines; and

WHEREAS, the Commissioners duly authorized, motioned, and properly voted to this meeting to eliminate the weekly driving privileges and permit that was instituted in 2013 and to increase the fines for violating the terms of this ordinance, and for each amendment to be implemented by the County staff and constitutional officers; and

WHEREAS, pursuant to Florida Statute 125.01 the County shall have the power to carry on county government inclusive of the power to adopt its own rules that which are not inconsistent with general or special law; and

WHEREAS, pursuant to Florida Statute 125.01 the County shall reserve the powers to adopt ordinances necessary for the exercise of its powers and perform acts which are in the common interest of the people of Gulf County and exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, pursuant to Florida Constitution Article VIII Section 1(f) the County shall have such power of self-government as is provided by general or special law and this Commission may enact, in a manner prescribed by general law, county ordinances not inconsistent with general or special law; and

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

Section 1. Ordinance Amendment.

Gulf County Ordinance No. 97-02:

Section 3. shall be amended to strike the following language regarding weekly permits:

a. Beach driving permits shall be issued by the Tax Collector of Gulf County, Florida, at the Gulf County Courthouse and the Tourism Development Council (TDC) Offices located at the Gulf County Welcome Center both located in Port St. Joe, Florida during regular business hours and where TDC staff develops and receives prior Board approval for additional locations for sale and issuance of permits.

b. Beach driving permits shall be issued for a period of one (1) year and shall thereafter expire unless expressly provided otherwise herein.

c. The beach driving permit fees shall be structured as follows:

i. Annual Beach Driving Permits – Gulf County Resident and or Property Owner
- \$30.00

ii. Annual Beach Driving Permits – Non County Resident - \$200.00

iii. ~~Seven (7) day permit – Non County Resident~~ ~~—————~~ ~~\$50.00~~

- iv. *Senior Citizens (65 or older)/ Disabled Citizens that are either documented Gulf County Taxpayer or Gulf County Resident special exemption and one time administrative fee of \$3.00*

Sections 7 (a), (b) and (e) shall be amended as follows:

Violation of this Ordinance shall be punishable as follows:

a. *Driving on the beach without first having obtained a valid permit shall result in a fine of \$500.00 for a first time offense. For a second offense, the fine shall be \$750.00.*

Upon issuance of a citation, the violator may purchase a beach driving permit through Gulf County Tax Collectors Office within seven (7) calendar days of receipt the violation and thereafter upon proof of identification and proof of purchase of annual permit to the Clerk of Court may elect to enter a guilty plea to the citation and simultaneously request the reduction of the penalty to a total of \$100 in addition to the annual permit fee paid.

b. *Racing vehicles on the beach or pulling skiers from any moving vehicle on land shall result in a \$500.00 fine.*

e. *Any other violations of this Ordinance shall result in a \$250 fine for the first offense and \$400 fine for a subsequent offense.*

Section 2. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 3. Conflicts.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with any conflicting state general or special law controlling the Gulf County Beach Driving Permit Fees, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part.

Section 4. Modification.

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Board and filed by the Clerk to the Board pursuant to Section 6.

Section 5. Severability.

If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. Effective Date.

This ordinance shall have an effective date of July 22nd, 2014.

Following a properly noticed and conducted public hearing and thereafter continuation for a second public hearing; the foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote, the vote as follows:

Commissioner Yeager _____ Commissioner Smiley _____
Commissioner McDaniel _____ Commissioner Bryan _____
Commissioner McLemore _____

DULY PASSED AND ADOPTED THIS _____ day of July, 2014.

ATTEST: REBECCA L. NORRIS
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

BY: _____
CLERK OF COURT

BY: _____
CHAIRMAN WARD MCDANIEL

APPROVED AS TO FORM:

By: _____
Jeremy T.M. Novak, Gulf County Attorney