

**BOARD OF COUNTY COMMISSIONERS**

**GULF COUNTY, FLORIDA**

<b>AGENDA</b>	<b>MAY 27, 2014</b>	<b>TIME / PAGE NO.</b>
1. Meeting Called to Order . . . . .		9:00 a.m.
2. Consent Agenda . . . . .		1-172
3. Public Hearing – P.D.R.B. Recommendations (May 19, 2014) . . . . .		173-175
4. County Staff Business		
5. Board Business		
6. Rhon Jones, of Beasley Allen Law Firm – Gulf County Litigation		
7. Public Discussion		

**F.S. 286.0105:**

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

# CONSENT AGENDA

May 27, 2014

1. Minutes - March 25, 2014 – Regular Meeting . . . . . 1-8
  - April 8, 2014 – Regular Meeting . . . . . 9-22
  - April 21, 2014 – Special Meeting . . . . . 23-24
  - April 22, 2014 – Regular Meeting . . . . . 25-33
  
2. Agreement – Gulf County Emergency Management (FY 2014-15  
E.M.P.A. \* \$105,806.00) . . . . . 34-69
  - Gulf County Emergency Management (FY 2014-15  
E.M.P.A. \* \$54,702.00) . . . . . 70-108
  - Florida D.E.P. (Amendment #1 \* St. Joseph Peninsula  
Beach Restoration Project) . . . . . 109-123
  - S.H.I.P. (FY 2014-15 Funding Certification \*  
\$350,000.00) . . . . . 124-126
  
3. Contract – Apalachee Regional Planning Council (Gulf County Small  
Quantity Generator Verification) . . . . . 127-130
  
4. Inventory – Building Department (Remove \* #260-80 \* Toshiba Laptop  
\* Serial #A50556975) . . . . . 131
  - Gulf County Health Department (Remove \* #120-081 \* Dell  
Desktop Computer \* Serial #HYSRQD1 \* #120-089  
\* Dell Desktop Computer \* Serial # J5KXBG1 \* #120-  
090 \* Dell Desktop Computer \* Serial # 26KXBG1 \*  
#130-390 \* Dell Laptop Computer \* Serial #1T1YM21 \*  
#130-391 \* Dell Laptop Computer \* Serial #HGJ8M21 \*  
#130-447 \* Dell Laptop Computer \* Serial #HCX3V51 \*  
#130-452 \* Dell Laptop Computer \* Serial #973WC81 \*  
#130-453 \* Dell Laptop Computer \* Serial #B83QC81 \*  
#130-454 \* Dell Laptop Computer \* Serial #J73QC81 \*  
#130-455 \* Dell Laptop Computer \* Serial #473QC81 \*  
#130-480 \* Dell Laptop Computer \* Serial #FDYW1B1 \*  
#130-483 \* Dell Desktop Computer \* Serial #BZ8H2B1 \*  
#130-486 \* Dell Desktop Computer \* Serial #GZ8H2B1 \*  
#130-487 \* Dell Desktop Computer \* Serial #JZ8H2B1 \*  
#130-490 \* Dell Desktop Computer \* Serial #49TH3B1 \*  
#130-491 \* Dell Desktop Computer \* Serial #2QR33B1 \*  
#130-492 \* Dell Desktop Computer \* Serial #2JX43B1 \*  
#130-494 \* Dell Desktop Computer \* Serial #8WY23B1 \*  
#130-497 \* Dell Laptop Computer \* Serial #J4X43B1 \*  
#130-511 \* Dell Desktop Computer \* Serial #BGDM9B1 \*

#130-513 \* Dell Desktop Computer \* Serial #55S7RB1 \*  
 #130-515 \* Dell Laptop Computer \* Serial #DRCGRB1 \*  
 #130-516 \* Dell Laptop Computer \* Serial #77X5SB1 \*  
 #130-517 \* Dell Desktop Computer \* Serial #5NSR2C1 \*  
 #130-518 \* Dell Desktop Computer \* Serial #1VWR2C1 \*  
 #130-521 \* Dell Laptop Computer \* Serial #3TKJ6C1 \*  
 #130-522 \* Dell Desktop Computer \* Serial #8CP17C1 \*  
 #130-528 \* Dell Desktop Computer \* Serial #HTG7ZC1 \*  
 #130-533 \* Dell Desktop Computer \* Serial #580TWC1 \*  
 #130-534 \* Dell Desktop Computer \* Serial #B70TWC1 \*  
 #130-535 \* Dell Laptop Computer \* Serial #1JBQWC1 \*  
 #130-541 \* Dell Desktop Computer \* Serial #CDR65D1 \*  
 #130-543 \* Dell Desktop Computer \* Serial #6W52HD1 \*  
 #130-550 \* Dell Laptop Computer \* Serial #6RNXHD1 \*  
 #130-553 \* Dell Desktop Computer \* Serial #1Y94HF1 \*  
 #130-555 \* Dell Desktop Computer \* Serial #DNFQQF1 \*  
 #130-557 \* Dell Desktop Computer \* Serial #DGYHJF1 \*  
 #130-558 \* Dell Desktop Computer \* Serial #CWZNJF1 \*  
 #130-559 \* Dell Desktop Computer \* Serial #1S1RKF1 \*  
 #130-567 \* Dell Tablet Computer \* Serial #CQ7VFG1 \*  
 #130-568 \* Dell Tablet Computer \* Serial #DR7VFG1 \*  
 #130-569 \* Dell Laptop Computer \* Serial #FGVMBG1 \*  
 #130-571 \* Dell Laptop Computer \* Serial #BHVMBG1 \*  
 #130-575 \* Dell Desktop Computer \* Serial  
 #G5KXBG1)

132-135

- Public Works (Remove \* #100-586 \* Mack Truck \* Make Active \*  
 #75-125 \* 1995 Ford Van \* Sold \* #100-580 \* 2007 Mack  
 Dump Truck \* Trade \* #70-581 \* CAT 938F Wheel Loader\*  
 Junk \* #100-378 \* 1988 GMC Flatbed \* #75-61 \* 1999  
 Ford E350 Van \* #25-99 \* 1994 Chevy C-10 Pickup \*  
 #100-376 \* 1988 Ford F150 Truck \* #70-679 \* 2000  
 Chevy Pickup \* #100-536 \* Scag Stand Up Mower/Sulky  
 \* #100-591 \* 50' Manual Hose Reel \* #100-590 \* 50'  
 Manual Hose Reel \* #75-149 \* 15HP Kawasaki \*  
 #75-167 \* Trimstar 15/36 Kawasaki \* # 75-148 \* 15HP  
 Wack Mower \* #75-134 \* Snapper Mower \* #75-133 \*  
 SPE 131KW Mower \* #75-116 \* Snapper Brush Mower \*  
 #75-158 \* Ice Machine \* #75-33 \* TDM Utility Trailer \*  
 #70-628 \* Manitowoc Ice Machine \* #75-30 \* TDM 6x16  
 Utility Trailer \* #75-29 \* TDM 6x16 Utility Trailer \* #70-  
 528 \* 1997 International Flat Bed \* #70-768 \* Trash  
 Pump)

136-137

5. Invoices – Sniffen & Spellman, P.A. (Legal Services \* Invoice #12190  
 \* \$247.00)

138

	- UniFirst Corporation (Courthouse * Invoice #2710070550 * \$51.40 * Invoice #2710070551 * \$58.55 * Invoice #2710070552 * \$42.03 * Invoice #2710070553 * \$72.25 * Maintenance * Invoice #2710071085 * \$42.03 * Invoice #2710071636 * \$42.03 * Invoice * Public Works * Invoice #2710070549 * \$11.25 * Invoice #2710071083 * \$86.19 * Invoice #27100- 71084 * \$58.55 * Invoice #2710071634 * \$44.85 * Invoice #2710071635 * 58.55) . . . . .	139-158
6.	Records Disposition – (BOCC Documents) . . . . .	159-164
7.	Refund Request – Gulf County Sheriff's Department (Cost of Assembly * \$500.00) . . . . .	165-170
8.	Work Order – Florida D.O.T. (State Highway Lighting Agreement * \$3,166.63) . . . . .	171-172

**MARCH 25, 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, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, Central Services Director Denise Manuel, Code Enforcement Officer Mike Aiken, Gulf County E.M.S. Director Houston Whitfield, E9-1-1 Coordinator Ben Guthrie, Fire Coordinator Brad Price, Grant Writer Towan Kopinsky, Maintenance Superintendent Steve Mork, Mosquito Control Director Mark Cothran, Preble-Rish/County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Sheriff Mike Harrison, Tax Collector Employee Christina Strader, T.D.C. Executive Director Jennifer Jenkins, and Veterans' Service Officer Joe Paul.

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

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

**CONSENT AGENDA / INFORMATION PACKET**

Chairman McDaniel called for public comment regarding the Consent Agenda and the Information Packet. There being no public comment, Commissioner Yeager motioned to approve the Consent Agenda and the Information Packet. Commissioner Smiley seconded the motion, and it passed unanimously, as follows:

1. Grant Application – State 911 Board (E9-1-1 Annual System Maintenance \* \$24,796.67)
2. Invoices - UniFirst Corporation (Courthouse \* Invoice #2710065823 \* \$72.25 \* Invoice #2710066340 \* \$72.25 \* Maintenance \* Invoice #27100-64810 \* \$42.03 \* Invoice #2710065317 \* \$42.03 \* Invoice #2710065822 \* \$42.03 \* Invoice #2710066339 \* \$42.03 \* Public Works \* Invoice #2710065819 \* \$11.25 \* Invoice #2710066336 \* \$11.25 \* Invoice #2710064808 \* \$51.04 \* Invoice #2710065315 \* \$51.04 \* Invoice #2710065820 \* \$51.04 \* Invoice #2710066337 \* \$51.18 \* Invoice #2710064809 \* \$63.14 \* Invoice #2710065316 \*

\$63.14 \* Invoice #2710065821 \* \$63.14 \* Invoice #2710066338 \* \$63.14)

- 3. Refund Request – Tax Collector (Parcel #03514-000R \* Tax Years 2010 & 2011 \* \$361.90 \* Parcel #05680-007R \* Tax Year 2012 \* 326.45)

(End)

**VETERANS' SERVICE PROCLAMATION / PURPLE HEART COUNTY**

Veterans' Service Officer Paul appeared before the Board to present a proposed proclamation designating Gulf County as a Purple Heart County. He then read the proposed proclamation and recognized Veteran and former V.S.O. James Kennedy. After discussion, Commissioner Yeager motioned to adopt the Proclamation as read. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**P.D.R.B. RECOMMENDATIONS (MARCH 17, 2014)**

The Board considered the following P.D.R.B. recommendations from the March 17, 2014 Planning & Development Review Board meeting, as follows:

**VARIANCE APPLICATION – CAROLINE A. RANKIN**

Pursuant to advertisement to hold a Public Hearing to consider a variance for Caroline A. Rankin, (Parcel #06351-005R) Gulf County, Florida for a 10' road setback variance not to be closer than 10' to front/R.O.W. line; County Attorney Novak discussed the recommended variance. Commissioner Yeager motioned to approve this recommendation. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**VARIANCE – ELLIS C. SMITH**

Pursuant to advertisement to hold a Public Hearing to consider a variance for Ellis C. Smith, (Parcel #03806-080R) Gulf County, Florida for a building setback located next to Veterans' Park at Beacon Hill, County Attorney Novak stated that due to voting conflicts, the P.D.R.B. was not able to meet a quorum and opted not to table the variance, but default to the Board for their consideration with no P.D.R.B. recommendation. Jack Husband, of Southeastern Consulting Engineers, Inc. appeared before the Board to present a handout and discuss this variance on behalf of his client. Commissioner Bryan discussed her concerns regarding this variance request, stating the County does have access to the beach and that the County does not need Mr. Smith's property for beach access. She then discussed a previous minor re-plat that was created in 2012 regarding this property; reporting that a corrective re-plat was filed in 2013, and then another minor re-plat was created. After further discussion, Commissioner Bryan motioned to deny the variance and requested that County Attorney Novak review the 2013 variance. Following additional discussion, Commissioner Bryan amended her motion to table the variance request, request that Planner Richardson address this matter before the Board at the next meeting, and to have this topic on the Agenda for

full review. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously. County Attorney Novak reported that there will not be another Notice for this variance request since it will be placed on the next Agenda for review.

#### **WORKSHOP – CONSTITUTION MUSEUM MANAGEMENT PLAN**

Deputy Administrator Lanier reported that D.E.P. will hold a workshop at the E.O.C. Building on April 10, 2014 at 7:00 p.m., E.T. to discuss the proposed management plan for the Constitution Museum and requested that members of the Board and public interested in this subject to attend.

#### **CONTRACT – JAIL MEDICAL DIRECTOR**

Jail Administrator Hammond requested to defer the subject of Jail Medical Director Contract to later in the meeting during the County Attorney's discussion.

#### **MEXICO BEACH ARTIFICIAL REEF ASSOCIATION**

County Attorney Novak discussed a request made by the Mexico Beach Artificial Reef Association to use the Beach Hill Park Facility (Veteran's Memorial Park), and requested permission for Chairman McDaniel to sign an application for the fish tournament event, subject to insurance requirements. Commissioner Bryan motioned to approve this request. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

#### **CONTRACT – JAIL MEDICAL DIRECTOR**

County Attorney Novak reported that Sacred Heart Hospital has requested to remove Dr. Pablo's name from the Contract and replace it with Dr. Rick Bruner. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

#### **COUNTY HELD TAX CERTIFICATES**

County Attorney Novak reported that in the past the County has not had properties that exceeded the statutory amount of \$5,000.00 on the assessment roll, stating that Clerk Norris has provided some that are on the rolls that exceed this amount and under F.S. 197.502, Section 3, it deems the County shall apply for the Tax Deed under those County-Held Tax Certificates, and requested direction from the Board. Commissioner Yeager motioned to proceed to apply for these Tax Deeds under the statutory requirements. Commissioner McLemore seconded the motion. Clerk Norris reported there are seventeen (17) County-Held Tax Certificates and three (3) meet the "must" apply requirement. Clerk Norris recognized Tax Collector employee Christina Strader in the audience, should the Board had any questions of the Tax Collector's office. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**HEARING – CODE ENFORCEMENT VIOLATION**

County Attorney Novak discussed the Code Enforcement Hearing that was held regarding 355 North Diana Street, Wewahitchka, reporting that Magistrate Grover signed an Order giving the property owner three (3) weeks to come into compliance, and otherwise issuing the County the ability to clean and lien the property.

**HEALTH CARE TRUST EXECUTIVE COMMITTEE**

County Attorney Novak discussed placing the quarterly Surtax Report received from the Health Care Trust Executive Committee in the Information Packet for public review. Chairman McDaniel had no objection.

**ORDINANCES – BEACH / FILMING / COUNTY ADMINISTRATOR**

County Attorney Novak reported that the proposed beach ordinance, proposed filming ordinance, and the proposed county administrator ordinance will be advertised and scheduled for public hearings during the April Board meetings.

**RESOLUTION – CINNAMON HILL ABANDONMENT**

Upon discussion, County Attorney Novak read the proposed Cinnamon Hill abandonment resolution. Chairman McDaniel called for public comment. There being no public comment, Commissioner Yeager motioned to adopt this resolution. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**RESOLUTION NO. 2014-05**

**A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSION WHEREBY GRANTING THE PETITION OF THE CINNAMON HILL PROPERTY OWNERS ASSOCIATION, INC. FOR THE ABANDONMENT OF SAID ROADWAYS AND RIGHT OF WAYS; AND DIRECTING COUNTY DEPARTMENTS FOR ASSISTANCE IN ABANDONMENT AND IMPLEMENTATION, AS FOLLOWS:**

**WHEREAS**, the Gulf County Board of County Commissioners (Board) received a petition of the Cinnamon Hill Property Owners' Association, Inc. ("Association") comprising of owners of Lots 2-16 of Block 19, Lots 1-20 of Block 27, and 7-20 of Block 28 as found on the plat of Beacon Hill, seeking the abandonment of roadways and right of ways as follows:

1. Triton Street (Sixth Street by plat) has been improved up to the intersection with Faulk Place. The Petitioner proposes abandonment and improvement continuing Triton Street to access the most northern lot/parcel at the edge of the plat. The proposed improvement would intersect with the unopened right of way of Phillips Drive.
2. Starfish Avenue stopping short of the platted but unopened Intersection with the section of Nutmeg Street (Fifth Street

by plat) that is unimproved.

3. All of Tulip Avenue stopping at the adjacent property titled under Richard Arnold.
4. All unnamed alleyways of 15' +/- between the three blocks listed above.

**WHEREAS**, the Board has received the legal descriptions setting forth the specific descriptions of the abandonments and are attached to this resolution for clarity and defined metes and bounds (See legal descriptions attached); and

**WHEREAS**, Gulf County Board of County Commissioners has properly noticed and conducted a Public Hearing on March 11<sup>th</sup>, 2014 for this petition for abandonment pursuant to Florida Statute 197.3632; and

**WHEREAS**, Gulf County Board of County Commissioners following a Public Hearing and Board discussion voted to approve and grant the petition for abandonment; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Gulf County Board of County Commissioners in Gulf County, Florida, in regular session this 25<sup>th</sup> day of March, 2014, as follows:

1. The Gulf County Board of County Commissioners hereby abandons the stated roadway and right of ways as defined herein following proper notice, public hearing and authorizing vote of the Board of County Commissioners; and
2. Be it further resolved the Board has accepted this petition for abandonment based in part on the noticed Public Hearing, Board comment, and discussion and the detailed conditions and affirmative representations of the Association and its legal representative presented in its written submissions to the Official County Record and its testimony that include but shall not be limited to the proper permitting, road improvements to County and State specifications, storm water management, and exclusive maintenance obligations in perpetuity to maintain those required standards; and
3. Be it further resolved the Board directs its County Staff to provide said Resolution to the petitioner for its final implementation and fulfillment of the stated conditions and obligations of the Association.

**DULY** adopted this 25<sup>TH</sup> day of March, 2014.

(End)

### **ECONOMIC DEVELOPMENT**

County Attorney Novak discussed meeting with the E.D.C. Board on February 25<sup>th</sup> and March 18<sup>th</sup> and it was voted unanimously that the County take back the duties of E.D.C., and to transfer the funds to the Clerk of Court. He reported there was discussion on proposed models in terms of the makeup of the Advisory Board. Upon recommendation by County Attorney, Commissioner Yeager motioned to approve taking the designation back under the County. Commissioner McLemore seconded the motion for discussion. Chairman McDaniel called for public comment. There was no public comment. After discussion by members of the Board, the motion then passed 4 to 1, with Commissioner Bryan voting no. Upon recommendation by County Attorney Novak, Commissioner Yeager motioned to approve the transferring of funds and Accounting to the Clerk of Court, approximately \$68,000.00. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously. County Attorney Novak requested authorization from the Board to contact E.D.A. to relieve them from the contract. Commissioner Yeager motioned to approve this request. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously. County Attorney Novak requested direction from the Board regarding the makeup/term of the new E.D.C. Advisory Board. Commissioner McLemore stated there is no need to return back to the Board for approval regarding the model, reporting the County Attorney and staff can oversee this issue. County Attorney Novak addressed the need to know how many members to appoint, and whether the Board would like a recommendation be made for approval. Following discussion by members of the Board; County Attorney stated that a recommendation regarding the appointment to the E.D.A. will be presented to the Board for review.

### **R.F.P. #1314-15 – SOLID WASTE SERVICES**

Chief Administrator Butler reported that the R.F.P. 1314-15 for solid waste garbage services specifications are posted on the County Website. He also reported that a Pre-bid Conference will be held on April 3, 2014.

### **COMMITTEE – BEACH ORDINANCE**

Commissioner Yeager discussed organizing a committee to work on the proposed beach ordinance, which will include: himself, County Attorney Novak, T.D.C. Executive Director Jenkins, Pat Hardman, and Commissioner Bryan. The Board had no objection.

### **TRAVEL – COASTAL BARRIER RESOURCES ACT**

Commissioner Yeager reported that a hearing regarding the C.B.R.A. matter has been scheduled for April 8, 2014 at 2:00 p.m.; stating that he will be testifying before Congress to try to get this designation removed. He also reported that he, County Attorney Novak, and Chief Administrator Butler will be traveling to Washington, DC for this hearing.

### **COUNTY JAIL – FEMALE INMATES**

Commissioner Smiley discussed his concerns regarding female inmates that are being transported back to Liberty County once released from Court. Commissioner Yeager

requested Chairman McDaniel and Jail Warden/Assistant Administrator Hammond work on a solution to bring back to the Board for review.

### **ST. JOSEPH SHORES**

Commissioner Bryan discussed receiving several calls regarding the rain from residents at St. Joseph Shores. Chief Administrator Butler discussed the issues at 244 Watermark Way, St. Joseph Shores (Betty Price), and provided a power point presentation. Commissioner Bryan discussed her concerns with residential flooding all over District III, and within the County. After discussion by Commissioner Bryan, County Attorney Novak discussed speaking with Mrs. Price, or any of the other homeowners, if the Board directs him to do so. After discussion by Chairman McDaniel, Commissioner McLemore discussed the possibility of placing a pump to temporarily stop the house from flooding, for her (Ms. Price) and any others that have this issue. Chairman McDaniel reported there is County property (ROW) located right behind Ms. Price's home. After discussion by Commissioner Yeager, Commissioner Bryan stated she agrees with Commissioner McLemore in placing a pump in an emergency situation, but it needs to be removed once the emergency is over and then it will be the homeowner's responsibility to fix the issue. Gail Alsobrook, of St. Joseph Shores appeared before the Board to discuss her concerns regarding this subdivision and the mosquitoes. Stan Price, on behalf of his mother, Mrs. Price, appeared before the Board and discussed living at St. Joseph Shores for 25 years and the flooding problems. Commissioner Bryan discussed the water table due to the rainfall.

### **GRAVEL PURCHASE – DEAD LAKES PARK**

Chairman McDaniel requested permission to purchase five (5) to seven (7) loads of dolomite gravel for Dead Lakes Park to be paid from the Dead Lakes Park Budget. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

### **SUNSET BAY SUBDIVISION**

Realtor Kathe Jones of Beach Realty appeared before the Board to discuss Sunset Bay Subdivision in Highland View, reporting the property owners are requesting permission to amend the Covenant and Restrictions to delete the single family residential use and allow for R.V.'s. She reported the County is one of the property owners within this subdivision. County Attorney Novak discussed page 74 (Covenant and Restrictions for Sunset Bay Subdivision) in the Consent Agenda, stating that Realtor Jones is referring to Section 3 & 7, and the Highland View Fire Station is located in this area. Commissioner Bryan motioned to accept this request and to provide amended documents to Mrs. Jones. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There was being public comment, the motion then passed 4 to 1, with Commissioner Yeager abstaining due to personal and business relationships with some of the property owners <Form 8B on file in Clerk's Office>.

**R.F.P. #1314-08 – HABITAT CONSERVATION PLAN**

County Attorney Novak discussed the process for R.F.P. #1314-08 for the Habitat Conservation Plan. After discussion, Commissioner Bryan motioned to proceed with the original process and review the top three vendors. Following additional discussion, County Attorney Novak discussed following the recommendation of the Technical Advisory Committee. After discussion by Deputy Administrator Lanier, Chairman McDaniel called for a second. The motion failed for a lack of a second. Martin Gawronski and Bryan Phillips of Ecological Resource Consultants appeared before the Board to give a power point presentation on the H.C.P. (#1314-08). Keith Johnson and Craig Martin of Wetland Associates appeared before the Board to give a power point presentation regarding Bid #1314-08 on the H.C.P. County Attorney Novak discussed the recommendations of the Technical Advisory Committee as: (1) provide the Board all the evaluation scoring and the R.F.Q. to have all the work product, (2) invite the other two vendors to make presentations before the Board in addition to the first three, and (3) submit to the Board that they have found all five vendors technically qualified under the Technical Advisory Committee charge. Commissioner Bryan reported that one Commissioner is abstaining and one Commissioner has only seen two of the five presentations, and inquired if this will count in the voting. Commissioner McLemore reported that he reviewed the first three presentations. After discussion, Commissioner McLemore motioned to follow the recommendation of the Technical Advisory Committee. Commissioner Bryan seconded the motion, and it passed 4 to 1, with Commissioner Yeager abstaining due to a business relationship with some of the Engineers <Form 8B on file in Clerk's Office>.

There being no further business, and upon motion by Commissioner Smiley, second by Commissioner Yeager, and unanimous vote, the meeting did then adjourn at 11:19 a.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

APRIL 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 and Tynalin Smiley <Commissioner Warren J. Yeager, Jr. was absent>.

Others present were: Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinworth, Building Inspector George Knight, 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, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Assistant Public Works Director Jake Lewis, Sheriff Mike Harrison, and T.D.C. Executive Director Jennifer Jenkins.

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

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

**CONSENT AGENDA / INFORMATION PACKET**

Chairman McDaniel called for public comment. There being no public comment, Commissioner Bryan requested to pull Item #5, (Economic Development Council Recommendations, pages 73-74) from the Consent. After discussion by members of the Board, Commissioner McLemore motioned to approve the Consent Agenda and the Information Packet with Item #5 (pages 73-74) included. Commissioner Smiley seconded the motion for discussion. After discussion, Chairman McDaniel called for public comment. Steve Newman, of Port St. Joe appeared before the Board to discuss his concerns regarding the recommendations for the E.D.C. appointments. Commissioner McLemore clarified his motion to approve the Consent Agenda along with pages 73-74. After discussion, the motion then passed 3 to 1, with Commissioner Bryan voting no, as follows:

1. Minutes – January 14, 2014 – Regular Meeting  
- January 28, 2014 – Regular Meeting
2. Agreement – FL Department of Transportation - T.R.I.P. (Final Construction Phase of the Original Permitted Stumphole Revetment Project)

Agreement – MRD Associates, Inc. (2014-2015 Sea Turtle & Escarpment Monitoring)

Agreement – MRD Associates, Inc. (2014-2015 Shorebird Monitoring)

3. Bid Advertisement – South Gulf Fire Department (Two (2) Bay Additions at the Salinas Park Station \* \$110,000.00)
4. Contract – FL Department of Revenue (Child Support Program \* Service of Process Reimbursement)
5. Economic Development Council Recommendations
6. Gulf County Sheriff's Office – Narcotic Investigations
7. Inventory – Mosquito Control (Remove #72-15 \* 2006 Ford X-Cab 4X4 \* VIN # 1FTRX14W36NB32866 \* Asset #3416 \* Surplus Price \$11,500.00)
  - Veterans' Service Office (Remove #240-26 \* Gateway Computer \* S/N 0025229286 \* Model ELP500C)
8. Invoices – MRD Associates, Inc. – St. Joseph Peninsula – Southern Beach Feasibility Investigation (Invoice #1656 \* \$69,127.00)
  - The Ferguson Group – Federal Lobbyist (Invoice #0214574 \* \$111.36)
  - UniFirst Corporation (Courthouse \* Invoice #2710066845 \* \$72.25 \* Maintenance \* Invoice #2710066844 \* \$42.03 \* Public Works \* Invoice #2710066841 \* \$11.25 \* Invoice #2710066843 \* \$63.14 \* Invoice #2710066842 \* \$51.04)
9. Planning – Rish Park Walkways
10. Resolution – Emergency Medical Services Matching Grant, as follows:

**RESOLUTION NO. 2014-06**

**A RESOLUTION CERTIFYING THAT THE MONIES FROM THE EMERGENCY MEDICAL SERVICES MATCHING GRANT WILL IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM.**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:**

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

**ADOPTED** this 8<sup>th</sup> day of April, 2014.

(End)

Resolution – FL Department of transportation (T.R.I.P. – Stumphole 2014), as follows:

**RESOLUTION NO. 2014-07**

**A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR T.R.I.P. FUNDING.**

**WHEREAS**, the Transportation Regional Incentive Program (T.R.I.P.) has been created by Section 339.2819, Florida Statutes, to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Section 339.155(5), Florida Statutes; and

**WHEREAS**, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044, 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 339.2819, Florida Statutes; and

**WHEREAS**, F.D.O.T. is willing to provide Gulf County with financial assistance under Financial Management Number 422457-3-38-01 for costs directly related to **design and permitting of an additional 500' on the Stumphole Revetment project**, 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 design and permitting of an additional 500' on the Stumphole Revetment Project, and for the Chairman, Chief Administrator, or Grant Coordinator to sign any and all documents relating to this Project and Funding.

**ADOPTED** this 8<sup>th</sup> day of April, 2014

(End)

**PUBLIC HEARING – VARIANCE APPLICATION / ELLIS C. SMITH, JR.**

Chairman McDaniel discussed the process with the variance request from Ellis C. Smith, Jr. that was tabled from the March 25, 2014 Board meeting. Ellis Smith, Sr. appeared before the Board to report that he is here today representing his son; stating that his son applied for a variance. He discussed going through the proper process, stated that Attorney Tom Gibson and Engineer Jack Husband was contacted to assist with this process and that nothing illegal had been done. Mr. Smith, Sr. discussed his concern regarding being singled out and treated different by certain people. He requested the Board move forward and approve this variance. Attorney Tom Gibson appeared before the Board to discuss the variance request. After discussion by Commissioner McLemore, Chairman McDaniel made an inquiry to Planner Richardson. Planner Richardson stated this variance request was not in violation of the Comprehensive Plan and has followed the procedure in the Land Development Regulations (L.D.R.). Commissioner McLemore motioned to grant this variance request. Commissioner Smiley seconded the motion for discussion. After further discussion, Chairman McDaniel called for public comment. Rodney Herring, of Port St. Joe appeared before the Board to discuss his concerns regarding the Wall that Heals which came to Beacon Hill/Veterans Memorial Park and what that park means to the Veterans'. He reported there are Veterans' present to speak on behalf of this Park; stating they want to keep the Park as near as they can so they can continue to enjoy the beach view. Mr. Herring stated, for the record, that he is opposed to a variance that would diminish the view of this Park. After discussion by Chairman McDaniel, Bo Williams, of Beacon Hill appeared before the Board to discuss the history of this property and his concerns regarding safety and cars passing in this area. He requested the Board deny this variance request. After discussion by members of the Board, Jo Lapeyrouse, of St. Joe Beach appeared before the Board to discuss her opposition to this variance request. Bill Koran, of St. Joe Beach appeared before the Board to inquire if staff gives false, misleading information, or intentionally omits pertinent information, would they be fired? Chairman McDaniel stated that the facts would be reviewed and then a determination would be made. Commissioner Bryan stated that if staff

intentionally gives false information that is grounds for termination. After discussion, the motion then passed 3 to 1, with Commissioner Bryan voting no.

**PUBLIC HEARING – COUNTY ADMINISTRATOR ORDINANCE**

Pursuit to advertise a hold a Public Hearing to consider adoption of an ordinance relating to the County Administrator, Deputy Administrator Lanier read the proposed ordinance by title. Commissioner McLemore motioned to adopt the following titled ordinance. Commissioner Smiley seconded the motion for discussion. Commissioner Bryan discussed her concerns regarding the clauses that were left out under Chapter 125.70 through 125.74. She requested that the proposed ordinance be in line with the Statute. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion then passed 3 to 1, with Commissioner Bryan voting no.

**ORDINANCE NO. 2014-02**

**AN ORDINANCE WHICH PROVIDES FOR THE APPOINTMENT OF A COUNTY ADMINISTRATOR; PROVIDING FOR THE ADMINISTRATOR'S POWERS, DUTIES AND RESPONSIBILITIES; COMPENSATION; PROVIDING FOR NON-INTERFERENCE BY THE BOARD IN DAY TO DAY OPERATIONS; PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners' of Gulf County, Florida purpose in adopting this Ordinance is to establish the form of County Administration that best assures the adequate and efficient provision of services of the County, that provides for coordinated administration of County departments to better protect the health, welfare, safety, and quality of life of the residents, that places in the hands of the County Administrator the multitude of details which must necessarily arise from the operation of the County as a unit of Local Government, and, this, enables the Board of County Commissioners to perform freely, without necessary interruption, its fundamental intended purpose of making policies within the framework of law applicable to County Government in the State of Florida. It is further intent of this Ordinance to provide a formula and structure for the economic and efficient conduct of County affairs by making the County Administrator established by this Ordinance responsible for handling all things necessary to accomplish and bring to fruition the policies established by the Board of County Commissioners; and

**WHEREAS**, the Board of County Commissioners of Gulf County has historically established through policy and now hereunder Ordinance that absent the express direction, vote, and action of the Board of County Commissioners in a public meeting, the County Administrator shall be the designated and authorized County personnel to administer the daily assignment, management, oversight, and operations of the County Staff, vendors, subcontractors, and designated professionals; and

**WHEREAS**, the Board of County Commissioners of Gulf County has determined and designated that the County Administrator as the County Official who shall

intentionally gives false information that is grounds for termination. After discussion, the motion then passed 3 to 1, with Commissioner Bryan voting no.

**PUBLIC HEARING – COUNTY ADMINISTRATOR ORDINANCE**

Pursuit to advertise a hold a Public Hearing to consider adoption of an ordinance relating to the County Administrator, Deputy Administrator Lanier read the proposed ordinance by title. Commissioner McLemore motioned to adopt the following titled ordinance. Commissioner Smiley seconded the motion for discussion. Commissioner Bryan discussed her concerns regarding the clauses that were left out under Chapter 125.70 through 125.74. She requested that the proposed ordinance be in line with the Statute. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion then passed 3 to 1, with Commissioner Bryan voting no.

**ORDINANCE NO. 2014-02**

**AN ORDINANCE WHICH PROVIDES FOR THE APPOINTMENT OF A COUNTY ADMINISTRATOR; PROVIDING FOR THE ADMINISTRATOR'S POWERS, DUTIES AND RESPONSIBILITIES; COMPENSATION; PROVIDING FOR NON-INTERFERENCE BY THE BOARD IN DAY TO DAY OPERATIONS; PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners' of Gulf County, Florida purpose in adopting this Ordinance is to establish the form of County Administration that best assures the adequate and efficient provision of services of the County, that provides for coordinated administration of County departments to better protect the health, welfare, safety, and quality of life of the residents, that places in the hands of the County Administrator the multitude of details which must necessarily arise from the operation of the County as a unit of Local Government, and, this, enables the Board of County Commissioners to perform freely, without necessary interruption, its fundamental intended purpose of making policies within the framework of law applicable to County Government in the State of Florida. It is further intent of this Ordinance to provide a formula and structure for the economic and efficient conduct of County affairs by making the County Administrator established by this Ordinance responsible for handling all things necessary to accomplish and bring to fruition the policies established by the Board of County Commissioners; and

**WHEREAS**, the Board of County Commissioners of Gulf County has historically established through policy and now hereunder Ordinance that absent the express direction, vote, and action of the Board of County Commissioners in a public meeting, the County Administrator shall be the designated and authorized County personnel to administer the daily assignment, management, oversight, and operations of the County Staff, vendors, subcontractors, and designated professionals; and

**WHEREAS**, the Board of County Commissioners of Gulf County has determined and designated that the County Administrator as the County Official who shall

determine and facilitate the regularly required tasks and scope of services by all the various County departments and professionals; and

**WHEREAS**, the Board of County Commissioners of Gulf County deem it to be in the best interest of Gulf County, Florida to incorporate in its Ordinances the powers that may be granted to its Administrator pursuant to the provisions of Chapter 125.70 through 125.74 of the Florida Statutes which are designed to apply to a County in the State which has not adopted a charter form of government.

**THEREFORE, BE IT ORDAINED, BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, that:**

**Section 1. County Administrator; Appointment, Qualifications, and Compensation.**

- A. The Board of County Commissioners shall appoint a County Administrator, who shall be the Administrative Head of the County and shall be responsible for the Administration of all Departments of the County Government which the Board of County Commissioners has authority to control pursuant to the general law of Florida, or other applicable legislation.
- B. The County Administrator shall be qualified by administrative and executive experience and ability to serve as the Chief Administrator of the County. He or she shall be appointed by an affirmative vote of not less than three members of the County Commissioners and may be removed at any time by an affirmative vote of not less than three members of the Board, upon notice, if such be requested by the County Administrator. The Administrator need not be a resident of the County at the time of appointment, but during his or her tenure in office shall reside within the County.
- C. The compensation of the Administrator shall be fixed by the Board of County Commissioners unless otherwise provided by Law.
- D. The office of County Administrator shall be deemed vacant if the incumbent moves his or her residence from the County or is, by death, illness, or other casualty, unable to continue in office. A vacancy in the office shall be filled in the same manner as the original appointment. The Board of County Commissioners may appoint an acting Administrator in the case of vacancy or temporary absence of disability until a successor has been appointed and qualified or if the Administrator returns.

**Section 2. County Administrator; Powers and Duties.**

- A. The Administrator shall be responsible for the administration of all Departments, responsible to the Board of County Commissioners and for the proper Administration of all affairs under the jurisdiction of the Board. To that end, the Administrator, by way of enumeration and not by way of limitation, has the following specific powers and duties to:
1. Administer and carry out the directives and policies of the Board of County Commissioners and enforce all orders, resolutions, ordinances, and regulations of the Board to assure that they are faithfully executed.
  2. Report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year, and any recommendations as to actions or programs the Administrator deems necessary for the improvement of the County and the welfare of its residents.
  3. Provide the Board, upon request, with data or information concerning County Government and to provide advice and recommendations on County Government operations to the Board.
  4. In conjunction with the Clerk's Office, prepare and submit to the Board of County Commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program.
  5. Establish the schedules and procedures to be followed by County Departments, officers, and agencies in connection with the budget and supervise and administer the various phases of the budgetary process.
  6. In conjunction with the Clerk's Office, prepare and submit to the Board after the end of each Fiscal Year a complete report on the finances and administrative activities of the County for the proceeding year and submit his or her recommendations.
  7. Supervise the care and custody of all County property under the care of Departments and others which the Board of County Commissioners has authority to control.

8. Recommend to the Board a current position classification and pay plan for all positions in County service which the Board of County Commissioners has authority to control.
  9. In conjunction with the Clerk's Office and its assigned support Staff to the County Commission; develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures for all Departments which the Board of County Commissioners has authority to control.
  10. Organize the work of County Departments, Administration, and oversight of operations of the County and make recommendations pertaining thereto for reorganization of the Departments by the Board.
  11. Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board.
  12. Suspend, discharge, or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.
  13. Negotiate leases, contracts, and other agreements, including consultant services, for the County, subject to approval of the Board, and make recommendations concerning the nature and location of County improvements.
  14. See that all terms and conditions in all leases, contracts, and agreements are performed.
  15. Attend meetings of the Board with authority to participate in the discussion of any matter.
  16. Perform such other duties as may be specifically notified, requested and required by the Board of County Commissioners.
- B. It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board of County Commissioners as the governing body of the County pursuant to s. 1(e) Article VIII of the Florida Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the Administrator shall only be performing the duty of advising the Board of County Commissioners in its roles as the policy-setting governing body of the County.

**Section 3. Non-Interference by the Board in Day-to-Day Operations.**

- A. It is the intent of the Board of County Commissioners to have the County Administrator handle all day-to-day operations of the Board. Except for the purpose of inquiry and information, the members of the Board of County Commissioners shall not interfere with the performance of the duties of any employee of the County who is under the direct or indirect supervision of the County Administrator.
- B. The County Administrator shall be permitted to receive requests and inquiries from both the Commission and Staff with regard to any and all extraordinary services and projects and therefore the County Administrator shall determine their permissibility within the scope of daily operations for the County.
- C. The County Administrator shall be permitted to review each request for County Staff assistance and/or services from the Board of County Commissioner and provide the directive to provide the service as appropriate and customary in the functions by the County Staff. Alternatively, the request or issue may be placed before the Board of County Commission by a Commissioner or the Administrator at its next regularly scheduled public meeting. Thereafter, the Board of County Commission may provide further direction and authority to the Administrator to reallocate County Staff and resources on a project that may or may not have been preapproved by the Administrator.
- D. The Board of County Commissioners shall have the authority to enforce this non-interference subsection by a vote of not less than three (3) Commissioners against a County Commissioner by a suit for injunctive relief in Circuit Court. If an injunction is granted against a Commissioner, such Commissioner shall be personally liable for all costs and reasonable attorney's fees incurred by the Board. If an injunction is not granted against the Commissioner, such Commissioner shall be entitled to payment by the County of all costs and reasonable attorney's fees incurred in defending such action.
- E. In the event a Commissioner against whom an injunction has been entered is subsequently found to be in contempt of the injunction and the violation shall constitute malfeasance in office.

**Section 4. Severability.**

It is declared to be the intent of the Board of County Commissioners of Gulf County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance is held invalid or unenforceable, it shall be deemed severable, and the Board of County Commissioners hereby declares its intent that the remainder of the Ordinance

shall be construed as not having contained said section, subsection, sentence, clause, or provision, and shall not be affected by such holding, and the remainder of the Ordinance shall remain in full force and effect.

**Section 5. 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.

**Section 6. Repealer.**

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

**Section 7. Effective Date.**

This Ordinance shall be effective as provided by law.

**PASSED and ADOPTED** in regular session by the Board of County Commissioners of Gulf County, Florida, on this 8<sup>th</sup> day of April, 2014.

(End)

**WEWAHITCHKA 6<sup>TH</sup> GRADE – HONEYVILLE COMMUNITY CENTER / WAIVE FEE**

Upon discussion by Deputy Administrator Lanier, Commissioner McLemore motioned to allow the Wewahitchka 6<sup>th</sup> Grade Class to hold a graduation party at the Honeyville Community Center on May 20-21, 2014 and to waive the rental fee. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

**IMPACT FEES – EQUIPMENT PURCHASE / BEACON HILL PARK**

Deputy Administrator Lanier reported that the County is in the process of completing the purchases requested of Impact Fees for Beacon Hill Park, stating the playground equipment is over the bid limit. She stated the playground equipment is a sole source item and requested permission from the Board to purchase the equipment from the Impact Fees, in the amount of approximately \$16,121.00 from Play World Services (sole source provider). Commissioner McLemore motioned to approve this request. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

**SUBORDINATION AGREEMENT – GULF RIFLE CLUB**

Upon discussion by Deputy Administrator Lanier, Commissioner McLemore motioned to approve a Subordination Agreement with the Gulf Rifle Club on Doc Whitfield Road, contingent upon County Attorney approval. Commissioner Smiley seconded the motion.

Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

#### **MEETING – CONSTITUTION STATE MUSEUM**

Deputy Administrator Lanier reported that there is a meeting scheduled for tomorrow at 9:00 a.m., E.T. at the E.O.C. to discuss the Constitution Convention State Museum State Park.

#### **TOURIST DEVELOPMENT COUNCIL**

T.D.C. Executive Director Jenkins appeared before the Board to discuss the March, 2014 T.D.C. Monthly Report, reporting that the Bed Tax Revenue were up in February, just below 18%. She discussed an email from Google regarding a line of credit process for the paid media buy, and requested permission from the Board to apply for a Google line of credit, not to exceed \$25,000. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion for discussion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

#### **JOB DEcriptions – T.D.C. AMBASSADORS**

T.D.C. Executive Director Jenkins discussed the three (3) draft job descriptions for: (1) Full Time Brand Ambassador, (2) Seasonal Beach Ambassador, and (3) Seasonal Beach Maintenance Technician. She requested permission from the Board to move forward with these three (3) positions, stating they will follow the County hiring process through Human Resource as with other hired staff. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

#### **VEHICLE PURCHASE – T.D.C. / BEACH MAINTENANCE TECHNICIAN**

Upon discussion by T.D.C. Executive Director Jenkins, Commissioner McLemore motioned to allow T.D.C. to purchase a used vehicle for the Beach Maintenance Technician from Mosquito Control, contingent upon the completion of the Department of Agriculture's process, in the amount of \$11,500.00. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

#### **BID #1314-14 – EMERGENCY MANAGEMENT / F250 FORD TRUCK**

Emergency Management Director Nelson reported that no sealed bids were received regarding Bid #1314-14 on a F250 Ford Truck or equivalent. He requested permission from the Board to re-advertise for sealed bids with some minor modifications to the specifications (remove light bar). Commissioner McLemore motioned to approve this request. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

**CONTRACT – DISASTER RECOVERY SERVICES**

Upon discussion by Emergency Management Director Nelson, Commissioner McLemore motioned to extend the Contract for one (1) year with Ashbritt for the Disaster Recovery Services, contingent upon County Attorney approval. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

**G.I.S. EMPLOYEE / NELSON**

Emergency Management Director Nelson introduced the new County G.I.S. Analysis, Mike Nelson.

**RISH PARK**

Planner Richardson discussed the much needed improvements to Rish Park, stating that this Park is dedicated to the A.D.A. Community.

**GRANT EXTENSION – H.M.G.P. & T.R.I.P. / STUMPHOLE**

Upon discussion by Grant Writer Kopinsky, Commissioner McLemore motioned to allow the Chairman to sign an extension request for the H.M.G.P. and T.R.I.P. Grants relating to the new phase at the Stumphole. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

The meeting did then recess at 10:29 a.m., E.T.

The meeting did then reconvene at 10:41 a.m., E.T.

**ADVERTISE R.F.P. – LIFE INSURANCE**

Upon discussion by Deputy Administrator Lowry and recommendation by the Insurance Committee, Commissioner Smiley motioned to advertise to receive sealed R.F.P.'s on Life Insurance. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

**LOCAL STATE OF EMERGENCY**

Commissioner McLemore discussed his concerns regarding river flooding, stating the County will probably have major flooding the first of next week. Emergency Management Director Nelson reported that Jim Woodruff Dam opened the gates and the County will be flooded in a few days. Upon inquiry by Emergency Management Director Nelson, Commissioner McLemore motioned to declare a Local State of Emergency. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

Chairman McDaniel called for public comment.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Smiley, and unanimous 4-0 vote, the meeting did then adjourn at 11:17 a.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

APRIL 21, 2014

PORT ST. JOE, FLORIDA

**SPECIAL MEETING**

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

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinworth, Central Services Director Denise Manuel, Emergency Management Director Marshall Nelson, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Sheriff Mike Harrison, and T.D.C. Executive Director Jennifer Jenkins.

Chairman McDaniel called the meeting to order at 8:03 a.m., E.T.

**AWARD BID #1314-15 – SOLID WASTE SERVICES**

Chief Administrator Butler discussed Bid #1314-15 for Solid Waste Services, stating that the Solid Waste Services Committee is recommending: (1) to operate a Transfer Station, (2) look at current price for subscription to unincorporated Gulf County that would include garbage pick-up once a week, yard debris pick-up with the option to recycle at the Transfer Station, and (3) award Bid #1314-15 to Waste Pro (low bidder). After discussion, Commissioner McLemore motioned to follow the recommendation of the Solid Waste Services Committee and approve Option #4 (to operate a Transfer Station and garbage pick-up once a week with yard debris and recycling at the Transfer Station). Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (3-0). Commissioner McLemore motioned to award Bid #1314-15 to Waste Pro (low bidder), in the amount of \$23.25 monthly. Commissioner Smiley seconded the motion. After discussion by County Attorney Novak, Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (3-0).

**RIVER FLOODING/LOCAL STATE OF EMERGENCY/SPRING FLOOD OF 2014**

Emergency Management Director Nelson appeared before the Board to present a handout regarding the current river readings, and recommended the Board issue a Local State of Emergency for the Spring Flood of 2014. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (3-0). Emergency Management Director Nelson requested permission from the Board to allow staff to work with County Attorney Novak

to develop a policy authorizing declarations for a Local State of Emergency and to allow for extensions of the Local State of Emergency should the Board be unavailable or unable to make a quorum. Commissioner Smiley motioned to approve this request. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (3-0).

There being no further business, the meeting did then adjourn at 9:09 a.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

APRIL 22, 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 Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, Central Services Director Denise Manuel, Code Enforcement Officer Mike Aiken, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Planner David Richardson, Assistant Public Works Director Jake Lewis, Sheriff Mike Harrison, Tax Collector Shirley Jenkins, and T.D.C. Executive Director Jennifer Jenkins.

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

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

**CONSENT AGENDA / INFORMATION PACKET**

Chairman McDaniel called for public comment regarding the Consent Agenda or the Information Packet. There being no public comment, Commissioner Bryan requested to pull pages 9-12 (Item #2: Deed of Conveyance \* Ellis C. Smith, Jr.) and pages 26-29 (Item #5: Invoice-Sniffen & Spellman) from the Consent. After discussion by Commissioner Bryan and County Attorney Novak, Commissioner Yeager moved to approve the Consent Agenda with Item #2 (pages 9-12) and Item #5 (pages 26-29) included. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed 4 to 1, with Commissioner Bryan voting no, as follows:

1. Approval of Checks and warrants for March, 2014 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Deed of Conveyance (Beacon Hill Veterans' Park \* Ellis C. Smith, Jr.)
3. Grant Agreement – Amendment to State Aid to Libraries

4. Gulf County Transportation Committee – Membership Ratification
5. Invoices – Sniffen & Spellman, P.A. – Professional Litigation Services (Invoice #11942 \* \$4,127.00)
  - UniFirst Corporation (Courthouse \* Invoice #2710067374 \* \$72.25 \* Invoice #2710067888 \* \$72.25 \* Invoice #2710068420 \* \$72.25 \* Maintenance \* Invoice #2710067373 \* \$42.03 \* Invoice #2710067887 \* \$42.03 \* Invoice #2710068419 \* \$42.03 \* Public Works \* Invoice #2710067370 \* \$11.25 \* Invoice #2710067884 \* \$11.25 \* Invoice #2710068416 \* \$11.25 \* Invoice #2710067371 \* \$51.04 \* Invoice #2710067885 \* 51.04 \* Invoice #2710068417 \* \$71.29)
6. Policy – Advisory Board Application & Appointment
7. Records Disposition – BOCC Documents
8. Refund Request – Gulf County Tax Collector (Parcel #02485-000R)
  - Gulf County Tax Collector (Parcel #01579-185R)

(End)

#### **P.D.R.B. RECOMMENDATIONS**

The Board then considered the following recommendations from the April 21, 2014 Planning & Development Review Board meeting, as follows:

#### **VARIANCE APPLICATION – JAMES & KATHERINE KORONA**

Pursuant to advertisement to hold a Public Hearing to consider a variance for James and Katherine Korona, (Parcel #04276-360R) for a Road Setback from Single Lane, County Attorney Novak read the Public Notice and reported that the P.D.R.B. voted to deny this variance request 2 to 1. Chairman McDaniel called for public comment. There being no public comment, Commissioner McLemore motioned to deny the variance request for James and Katherine Korona. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

#### **MINOR SUBDIVISION – PENTEL FAMILY PARTNERSHIP, LDT**

Pursuant to advertisement to hold a Public Hearing to consider a Minor Subdivision for the Pentel Family Partnership, LDT (Parcel #04243-000R) for Minor Subdivision, County Attorney Novak read the Public Notice. Chairman McDaniel called for public comment. There being no public comment, Commissioner McLemore motioned to approve the Minor Subdivision. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**TOURIST DEVELOPMENT COUNCIL – MEDIA TOUR**

T.D.C. Director Jenkins appeared before the Board to discuss the T.D.C. draft budget regarding the Media Tour scheduled for next week. After discussion, Commissioner Yeager motioned to approve the draft Media Tour Budget. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

**APPOINTEE – RIVERWAY SOUTH BOARD**

T.D.C. Director Jenkins reported that the Board of Directors of Riverway South conducts monthly meetings and requested that the Board transfer her seat on this board to T.D.C. Business Manager Kellie Jackson. Commissioner Yeager motioned to approve this request. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**GULF COAST PARKWAY**

Planner Richardson reported that the Gulf Coast Parkway Study is in the library for public review.

**GRANT AGREEMENT – OUTDOOR LIGHTING**

Upon discussion by Grant Coordinator Kopinsky, Commissioner Smiley motioned to approve the Modified Grant Agreement with Florida F.W.C. regarding the Outdoor Lighting Project; contingent upon County Attorney review. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

**GRANT APPLICATIONS – ROAD PROJECTS**

Upon recommendation by the Transportation Committee, Commissioner Smiley motioned to proceed with applying for various grant applications, as follows:

S.C.O.P. Grant, with two (2) priorities-

-County Road 5, running from State Road 22 to the Prison

-County Road 382, running from State Highway 98 to State Highway 71

S.C.R.A.P. Grant, with one (1) major, and one (1) minor project-

-Major project on County Road 20, running from State Highway 71 to the Overstreet Road (County Road 386)

-Minor project on Atlantic Street in St. Joe Beach

C.I.G.P. Grant-

-Iola Road, Phase II

-Five Points Road, if a second project is requested/listed

T.E.P. Grant-

-Piping to cover the outfall ditch from Americus Avenue to State Highway 98, and

-Install golf cart parking and the Thirteen Mile Road (County Road 383) will be under the T.R.I.P. Grant-

-Thirteen Mile Road (County Road 383)

Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

**BIDDING POLICY – GULF COUNTY TAX COLLECTOR**

County Attorney Novak discussed the newly adopted Bidding Policy by the Gulf County Tax Collector regarding the Sale of Tax Certificates. He requested that this Policy be placed on the County's website for public review.

**LIFE INSURANCE – LEGACY TRUST**

County Attorney Novak discussed the Legacy Trust Program, stating that once the enrollment agreement is finalized regarding Life Insurance for the County, he will submit it to the Cities of Wewahitchka and Port St. Joe for their approval.

**SUBORDINATION AGREEMENT – GULF RIFLE CLUB**

County Attorney Novak discussed the Subordination Agreement with the Gulf Rifle Club, reporting this Agreement has been executed. He also reported that once the fully executed agreement, along with the lease, is received it will be recorded in the Official Records.

**PROCLAMATION – PLEDGE OF CIVILITY**

Upon discussion by County Attorney Novak, Commissioner Yeager motioned to proceed with allowing County Attorney Novak to provide the Board with a packet for the 1<sup>st</sup> meeting in May, as encouraged by the Florida Bar, regarding the Pledge of Civility. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**LOAN AGREEMENT – PORT AUTHORITY**

County Attorney Novak reported that the Gulf County Clerk of Court has issued the Certificate of Sale regarding The Port and a sale followed for this foreclosed property. Upon discussion by County Attorney Novak, Commissioner Yeager motioned to allow County Attorney Novak to meet with the Port Authority to discuss modifying the Loan Agreement to do a substitution of collateral (old Arizona Chemical site). Commissioner Smiley seconded the motion. County Attorney Novak discussed the request made by the Port Authority to accept a three (3) year reprieve regarding the loan payments. Commissioner Yeager agreed to include this reprieve request in his motion. After discussion by members of the Board, Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner McLemore voting no.

**CONTRACT EXTENSION – E.M.S. CONSULTANTS**

Upon discussion by County Attorney Novak and Deputy Administrator Brett Lowry, Commissioner Yeager motioned to allow the Chairman to sign a six (6) month extension Contract with E.M.S. Consultants. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**ECONOMIC DEVELOPMENT – KOPINSKY**

Chief Administrator Butler discussed the County moving forward with placing the E.D.A. under the County, reporting that Towan Kopinsky will be the interim Economic Development Point of Contact for the County. He presented a proposed budget for the Board to review.

**DREDGE – CANAL**

Upon discussion by Chief Administrator Butler, Commissioner Yeager motioned to support the one (1) year spoil to dredge the Canal on the Corps of Engineers Easement between St. Joe Bay and the Intercoastal. Commissioner Smiley seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, Commissioner Yeager amended his motion to add that all the sand dredged be removed from the site. The motion then passed unanimously.

**ADVERTISE R.F.P. – CLASS STUDY / COUNTY ADMINISTRATOR ORDINANCE**

Upon recommendation by Chief Administrator Butler, Commissioner McLemore motioned to allow staff to identify funding to pay for a pay-class study regarding the County Administrator and advertise for R.F.P.'s for this service. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**CAMPING FEES – DEAD LAKES PARK**

Upon recommendation by Chief Administrator Butler, Commissioner McLemore motioned to set the camping fees at Dead Lakes Park at \$14.00 per night for RV Camp Sites and \$10.00 per night for Tent Sites. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

**MEETING – ENTERPRISE ZONE**

Chief Administrator Butler reported that an EZDA meeting will be held on April 24, 2014 at 12:00 p.m., E.T. in the Conference room of the Robert M. Moore Administration Building.

**MEETING – BUDGET COMMITTEE**

Chief Administrator Butler discussed the second Budget Committee Meeting that was held to discuss the upcoming budget. He reported that additional meetings will take place; noting the deadline to submit the proposed budgets to the Clerk of Court is May 15, 2014.

**BID #1314-18 – LEASE/OPTION TO PURCHASE BUILDING**

Chief Administrator Butler discussed sealed Bid #1314-18 for the lease or option to purchase a building for either the Supervisor of Elections or the Sheriff's Department; reporting only one sealed bid was received. He discussed Sheriff Harrison reviewing this proposed building to see if it would be adequate office space.

**POLICY – ADVISORY BOARD APPLICATION & APPOINTMENT**

Chief Administrator Butler discussed the Advisory Board Application and Appointment Policy that was approved by the Board in the Consent Agenda (page 48).

**APPOINTMENT – P.D.R.B.**

Upon inquiry by Chairman McDaniel, Planner Richardson reported the P.D.R.B. is two (2) members short. Chairman McDaniel requested anyone interested in serving on the P.D.R.B. should contact the County Administration Office.

**COASTAL BARRIER RESOURCES ACT (C.B.R.A.)**

Upon discussion by Chairman McDaniel, Commissioner Yeager discussed testifying before Congress regarding the C.B.R.A. issue and the discussions with the U.S. Fish and Wildlife Commission (U.S.F.W.C.)

**LETTER OF SUPPORT/PROPOSED RESOLUTION – ST. VINCENT ISLAND**

Upon discussion by Commissioner Yeager, Landy Luther, a member of the board to support St. Vincent appeared before the Board to discuss his concerns regarding Florida F.W.C.'s proposal relating to St. Vincent Island. He discussed submitting a petition to U.S.F.W.C. supporting St. Vincent Island. After discussion, Commissioner Yeager motioned to submit a Letter of Support or a proposed resolution to various agencies (U.S.F.W.C., Department of Interior, Florida F.W.C. Panama City Office, etc.) regarding St. Vincent Island. Commissioner Smiley seconded the motion. Chairman McDaniel called for public comment. After discussion by members of the Board, Patricia Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding St. Vincent Island and additional agencies that need to receive notification of the Board's support. Marie Steelmanilie, a business owner at St. Vincent Island, appeared before the Board to discuss her concerns regarding the Red Wolf Program at St. Vincent Island. After discussion, Commissioner Yeager requested that staff draft a proposed resolution for the Board to review at the next meeting.

**ROAD WORK – COUNTY ROAD 30**

Commissioner Yeager reported that the road work on C.R. 30 will be finished seven (7) or eight (8) months early. He also reported that F.D.O.T. will be finished paving by June 1, 2014 and finish with the other project by July 1, 2014.

**PARKING LOT – TREASURE BAY PRESERVE**

Commissioner Yeager discussed his concerns regarding public parking in the new D.E.P. Office's parking lot (old Treasure Bay Lodge) and requested permission from the Board to submit a letter to D.E.P. to open the parking lot at Treasure Bay Preserve for public usage.

**LETTER OF SUPPORT/PROPOSED RESOLUTION – ST. VINCENT ISLAND**

Deputy Administrator Lanier reported that the motion was not carried regarding supporting St. Vincent Island. The motion then passed unanimously to submit a Letter of Support or a proposed resolution to various agencies regarding St. Vincent Island.

**WALKOVER – STUMPHOLE ACCESS**

Commissioner Yeager discussed the need to find funds to build a walkover over the rocks at the Stumphole.

**ACCESS – EGLIN AIR FORCE BASE**

Commissioner Yeager discussed working with Eglin Air Force Base regarding an emergency access for the fire department to launch jet-skis at the Stumphole.

**COASTAL BARRIER RESOURCES ACT (C.B.R.A.)**

Chairman McDaniel thanked Commissioner Yeager for working diligently on the C.B.R.A. issue.

**STREET LIGHT – HONEYVILLE PARK**

Following discussion, Commissioner McLemore motioned to allow one street light to be turned on at Honeyville Park. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the meeting then passed unanimously.

**PAY RAISE – COUNTY ADMINISTRATOR**

Following discussion, Commissioner McLemore motioned to issue a pay increase to Chief Administrator Butler (increase to the same salary as the Sheriff), in the amount of \$104,000.00. Commissioner Yeager seconded the motion for discussion. After discussion, Chairman called for public comment. Tom Semmes, of Wewahitchka appeared before the Board to inquire about the effective date and where the increase funding will be paid from. Commissioner Yeager reported the pay increase will be effective immediately and it would be pulled from the Budget. Upon inquiry by Clerk Finance Officer Sherry Herring, Commissioner McLemore stated he wanted the raise to be set by Florida Statute. There being no further discussion, the motion passed 4 to 1, with Commissioner Bryan voting no.

**LAWSUIT – IMPROVING GULF COUNTY**

Commissioner McLemore discussed his concerns regarding complaints that were filed by the Citizens Improving Gulf County at taxpayers' expense.

**DONATIONS – COMMISSIONER CAMPAIGN**

Commissioner McLemore discussed a statement made by another Board member at the April 8<sup>th</sup> regular Board meeting regarding campaign contributions. He then discussed Commissioner Bryan's contributions that were made to her campaign.

**PUBLIC RISK INSURANCE AGENCY**

Chairman McDaniel discussed his concerns regarding the premium estimate for FY 2014-15 by Public Risk Insurance Agency which was placed in the Information Packet (page 2). Commissioner Bryan requested that Deputy Administrator Brett Lowry provide her with a copy of the loss run reports and the legal bill involving the Jim Garth lawsuit.

The Chairman called a recess at 10:48 a.m., E.T.

The Chairman reconvened at 11:00 a.m., E.T.

**CLOSURE – CONCRETE COMPANY**

Upon request by Commissioner Yeager, Valerie Edmous, owner of All American Concrete Services appeared before the Board to report that Ready Mix USA has notified their customers they are closing the plant in Port St. Joe on May 1, 2014 and will no longer service Gulf County. After discussion, Commissioner Yeager discussed holding a meeting to see if All American Concrete would qualify for any incentives under the Enterprise Zone. Patricia Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding the closing of the Ready Mix USA branch in Port St. Joe. Commissioner McLemore discussed allowing the E.D.A. to review this matter.

**POLICY – ADVISORY APPOINTMENT**

Upon discussion by County Attorney Novak, Commissioner Yeager voiced his concerns regarding County policy that only allows a citizen to serve on one advisory committee board at a time. After discussion, County Attorney Novak reported the County currently has nine (9) vacancies to fill. Commissioner McLemore motioned to suspend county policy that limited citizens serving on only one advisory committee board at a time. 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.

**BEACH ACCESS – GULF COAST PARKWAY**

Rosemary Woods, of Atkins (f/n/a PBS & J) appeared before the Board to discuss the Gulf Coast Parkway Project and the upcoming public hearing. Atkins Property Manager Greg Garrett appeared before the Board to report that the Public Hearing will be held on May 6, 2014 at 5:30 p.m., E.T. in the Port St. Joe Centennial Building to discuss the Gulf Coast Parkway Project. He also reported that a follow-up meeting will be held on May 8, 2014 at the Springfield Community Center in Panama City at 6:30 p.m., E.T. Mr. Garrett noted the project documents are available for public review at the Gulf County and Bay County libraries, and is also posted on the project website ([www.gulfcoastparkway.com](http://www.gulfcoastparkway.com)). He discussed Alternative #17 as being the proposed option moving forward. After discussion, Chief Administrator Butler recommended that the Board support Alternative #15 regarding the Gulf Coast Parkway Project. After discussion, Ms. Woods thanked the Board for allowing them to come forward today to discuss the Gulf Coast Parkway.

**ST. JOSEPH PENINSULA – SOUTHERN BEACH EROSION CONTROL INVESTIGATION**

Michael Dombrowski, of MRD Associates, Inc. appeared before the Board to discuss the southern beach erosion at St. Joseph Peninsula and presented a power-point presentation regarding the updated investigation.

**ST. JOSEPH SHORES**

Stan Price, on behalf of Betty Price, appeared before the Board to discuss the water issues at St. Joseph Shores and requested the Board allow Chief Administrator Butler or County Attorney Novak to contact St. Joe Company regarding the drainage issue at St. Joseph Shores. After discussion, County Attorney Novak noted meeting with some of the property owners of St. Joseph Shores regarding the drainage issues. Commissioner Bryan motioned to allow County Attorney to contact St. Joe Company to gather more information regarding the drainage issue at St. Joseph Shores and bring this matter back before the Board for review. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no

public comment, the motion then passed unanimously. Jim and Jean Hardenburg appeared before the Board to discuss their concerns regarding the drainage issue at St. Joseph Shores and presented pictures for the Board to review.

#### **MODEST PROPOSAL FOR BRINGING JOBS TO GULF COUNTY**

John Comer, DD, of Church of Our Founding Fathers appeared before the Board to discuss his concerns regarding the bankruptcy in 2014. He also discussed his concerns regarding the job market in Gulf County. Mr. Comer requested the Board advertise the fact that Gulf County has the same labor force as 1994.

#### **GOLF TOURNAMENT – ADVOCATES FOR CHILDREN**

Patti Hester, of Port St. Joe Beach appeared before the Board to discuss the Guardian Ad Litem Program. She reported that the Advocates for Children will be holding their annual golf tournament and inquired if any of the Board members would like to sponsor a hole at \$125.00. Commissioner Smiley discussed the Guardian Ad Litem Program and the volunteers that open their home to this program.

#### **PORT AUTHORITY**

Tom Semmes, of Wewahitchka appeared before the Board to discuss his concerns regarding obtaining a first mortgage on the old Arizona Chemical site to offset the Port Authority loan.

#### **LEASE AGREEMENT – INDUSTRIAL PARK**

Tom Semmes, of Wewahitchka appeared before the Board to inquire about the monies due from the Lease Agreement with Tifco Enterprises for the Industrial Park Building. County Attorney Novak noted the Board's previous motion to release Tifco Enterprises from the Lease Agreement and to allow them to submit a detailed report of receipts that was spent on the property; approximately \$11,000.00. He reported the County made a final inspection of the property and Tifco Enterprises has turned the property back over to the County. Mr. Semmes discussed his concerns regarding the back due rent. Commissioner Yeager stated the receipts submitted by Tifco Enterprises were more than what was owed for the rent. After discussion by Commissioner Yeager, Mr. Semmes stated the County should collect the rent that is owed to the County based on the Lease Agreement. County Attorney Novak reported the business did not go out of business but that Tifco Enterprises moved back to their previous location in Wewahitchka.

There being no further business, and upon motion by Commissioner Smiley, second by Commissioner Yeager, and unanimous vote, the meeting did then adjourn at 12:40 p.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**



GULF COUNTY  
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS  
FROM: MARSHALL NELSON *Marshall*  
DATE: MAY 20, 2014  
SUBJECT: EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE  
(EMPA) GRANT AGREEMENT  
CONTRACT # 15-BG-83-02-33-01-023

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By this memo we are requesting the board's approval of the attached Emergency Management Preparedness Assistance (EMPA) Grant Agreement for the Fiscal Year 2014 - 2015 in the amount of \$105,806.00.

Attachment

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 2:00

Contract Number: 15-BG-83-02-33-01-023

### STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2014 and shall end June 30, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$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, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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, Fla. Stat., 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, Fla. Stat., 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). Additional information on the Florida Single Audit Act may be found at the following website:

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

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
OR  
DEMSingle\_Audit@em.myflorida.com

The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under 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.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management 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.

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

#### (7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

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

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after

receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner  
 Florida Division of Emergency Management  
 2555 Shumard Oak Boulevard  
 Tallahassee, Florida 32399-2100  
 Telephone: 850-922-1637  
 Fax: 850-488-7842  
 Email: [teresa.warner@em.myflorida.com](mailto:teresa.warner@em.myflorida.com)

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

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

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Budget Narrative

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

#### (17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806.00**, subject to the availability of funds.

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

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

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

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

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

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

**At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.**

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

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

**(18) REPAYMENTS**

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

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

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

**(19) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_

Name and title: Ward McDaniel, Chairman

Date: \_\_\_\_\_

FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_

Name and title: Ward McDaniel, Chairman

Date: \_\_\_\_\_

FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_  
Name and title: Ward McDaniel, Chairman  
Date: \_\_\_\_\_  
FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_

Name and title: Ward McDaniel, Chairman

Date: \_\_\_\_\_

FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Programs

Catalog of State Financial Assistance number: 31.063

\$105,806.00

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

**Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.**

Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are limited to the 67 Florida counties.

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

**Attachment A  
Program Budget**

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

Grant	Recipient Agency	Category	Amount Allocated
FY 2014-2015 – Emergency Management Preparedness and Assistance Grant	Gulf COUNTY	Salary and Benefits	90,298.00
		Other Personal/Contractual Services (OPS)	
		Expenses	15,508.00
		Operating Capital Outlay (OCO)	
		Fixed Capital Outlay (FCO)	
<b>Total Award</b>		<b>105,806.00</b>	

## Attachment B

### Scope of Work

**Intent of Agreement:** The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

**The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.**

**In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 5 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.**

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

**Monitoring:** Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

## Attachment C

### Budget Narrative

#### I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2014-2015 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

##### A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
  - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation))

##### B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

**Consultant Services** require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5<sup>th</sup> business day, the contract or purchase order will be approved by default. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

### C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

**Maintenance and Service Contracts or Purchase Orders** Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

### D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

### E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and

renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

## **II. Eligibility Requirements:**

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

## Attachment D

### Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 5 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
  - A) Need to attend at least three and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2014 – June 30, 2015):
    - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
    - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
    - Florida Governor's Hurricane Conference or National Hurricane Conference
    - Florida Emergency Preparedness Association Annual Meeting
    - Florida Emergency Preparedness Association Mid Year Work Session
    - Local Mitigation Strategy (LMS) Workshops
    - Professional Development Conferences & Training
  - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
  - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
  - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2014 – June 30, 2015), the county shall:
  - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.
    - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and

- Participate in at least one (1) conference call.
- B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.
3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2015**. This shall include:
- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

**NOTES:**

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
  - If a county maintains a GIS data download website, that URL may simply be provided.
  - If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
  - Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.
4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>, no later than June 1, 2015.
- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
- County Government Emergency Fuel Strategy
  - Utilization of private business and industry in meeting emergency resource needs
  - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency
  - Location, survey forms and attributes information for county logistical staging areas
  - Location and attribute information for Points of Distribution (POD) sites and Comfort Stations
5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. All information shall be verified by the county.

- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
- C) Develop and submit a strategy to ensure that by **June 1, 2015**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
- D) Develop and submit a strategy to ensure that by **June 1, 2015**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
- E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
- F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

## Attachment E

### Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
  - OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
  - Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
    - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
    - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
  - FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
  - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The final close-out report is due forty-five days after termination of this Agreement.**

- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2014. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
- G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2014.
- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

## Attachment F

### Program Statutes, Regulations and Program Requirements

#### Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

#### Program Requirements

##### (1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

##### (2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

##### (3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

##### (4) PROPERTY MANAGEMENT/PROCUREMENT

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

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

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

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

ESTIMATED EXPENSES

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

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

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## Attachment H

### Warranties and Representations

#### Financial Management

Recipient's financial management system must include the following:

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

#### Competition

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

#### Codes of Conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

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

Attachment I

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

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## Attachment J

### Statement of Assurances

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

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

Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

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

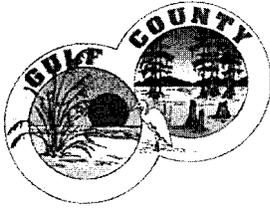
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation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

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

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

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

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



# GULF COUNTY EMERGENCY MANAGEMENT

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

## INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: MARSHALL NELSON *Marshall*

DATE: May 20, 2014

SUBJECT: EMERGENCY PREPAREDNESS GRANT (EMPG) AGREEMENT  
CONTRACT # 15-FG-\_\_\_-02-33-01-090

By this memo we are requesting the board's approval of the attached Emergency Preparedness Grant (EMPA) for the Fiscal Year 2014 - 2015 in the amount of \$54,702.00.

Attachment

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 2:00

CONSENT  
DATE: 5/20/14 LL

Contract Number: 15-FG- -02-33-01-090

### FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2014 and shall end June 30, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

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

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

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
OR  
DEMSingle\_Audit@em.myflorida.com

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

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

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

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

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
OR  
DEMSingle\_Audit@em.myflorida.com

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

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

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

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

#### (7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

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

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

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent

authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner  
 Florida Division of Emergency Management  
 2555 Shumard Oak Boulevard  
 Tallahassee, Florida 32399-2100  
 Telephone: 850-922-1637  
 Fax: 850-488-7842  
 Email: teresa.warner@em.myflorida.com

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

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

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget  
 Attachment B – Scope of Work  
 Attachment C – Budget Narrative Recordkeeping  
 Attachment D – Deliverables  
 Attachment E – Reports  
 Attachment F – Program Statutes, Regulations and Special Conditions  
 Attachment G – Justification of Advance Payment  
 Attachment H – Warranties and Representations  
 Attachment I – Certification Regarding Debarment  
 Attachment J – Statement of Assurances  
 Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$54,702.00**, subject to the availability of funds.

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

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

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

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

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

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

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

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

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

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

**(18) REPAYMENTS**

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

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

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

**(19) MANDATED CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

**(20) LOBBYING PROHIBITION**

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

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

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

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

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

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

**(21) COPYRIGHT, PATENT AND TRADEMARK**

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_

Name and title: Ward McDaniel, Chairman

Date: \_\_\_\_\_

FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_

Name and title: Ward McDaniel, Chairman

Date: \_\_\_\_\_

FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_

Name and title: Ward McDaniel, Chairman

Date: \_\_\_\_\_

FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**GULF COUNTY**

By: \_\_\_\_\_  
Name and title: Ward McDaniel, Chairman  
Date: \_\_\_\_\_  
FID# 59-6000627

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT – 1

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

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

Federal Program -

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

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042

Award amount: \$ 54,702.00

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

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

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

Federal Program:

*List applicable compliance requirements as follows:*

1. *Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2014 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

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

**Attachment A**

**Program Budget**

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2014 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation under this award.

Grant	Recipient Agency	Category	Amount Allocated
FY 2014 – Emergency Management Performance Grants Program	Gulf COUNTY	Organizational Expenditures	52,702.00
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (5%)	
Total Award			52,702

## Attachment B

### Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in Attachment C Eligible Expenses. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

EMPG Base Grant funding is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

**The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.**

**In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 4 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.**

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

**Monitoring:** Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

## Attachment C

### Budget Narrative

#### I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2014 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

##### A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2014 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] *Circular A-87*).

##### B. Planning

Planning spans across all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

**FY 2014 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:**

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

#### Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the “Whole Community” in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

#### Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA’s approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

#### Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

#### Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

#### F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

### C. Training

FY 2014 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

**Each EMPG Program funded position is REQUIRED to complete the following training(s) during this contract period or show proof (certificate) that each training has been completed. These training requirements are also outlined in Attachment D, #2.**

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at [http://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf).

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at [http://www.fema.gov/pdf/emergency/nims/nims\\_cred\\_guidelines\\_report.pdf](http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf).

To ensure the professional development of the emergency management workforce, the grantee must ensure a routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and

has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and recertification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

#### D. Exercises

**All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment D, #2)**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

**Unauthorized** exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

## E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

## F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

## II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2014 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>.

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based

training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

### III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 ([http://www.fema.gov/pdf/government/grant/2011/fy11\\_eoc\\_inv.pdf](http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf)) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

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

#### IV. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

##### **Unallowable Costs**

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

## Attachment D

### Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 4 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
  - Recipient will need to attend at least the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2014 – June 30, 2015):
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2014 – June 30, 2015) shall provide the following items. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>
  - Participate in no less than three (3) exercises within the 12 month Agreement period
  - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
  - Complete: IS 100, 200, 700 and 800
3. **National Incident Management System (NIMS)** - Due to the NIMSCAST system being terminated the Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction before ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).
4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit by June 1, 2015.

## Attachment E

### Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
  - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
  - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
  - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
  - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
  - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
  - **For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.**
  - **Copies of the general ledger each quarter should also be provided.**
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the required training completed and the required amount of exercises during the agreement period by those employees.**

- E. **The final close-out report is due forty-five days after termination of this Agreement.**
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

## Attachment F

## Program Statutes, Regulations and Special Conditions

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

**Special Conditions**

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

## A. Administrative Requirements

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

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2014 Emergency Management Performance Grants Funding Opportunity Announcement.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

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

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

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

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

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## Attachment H

### Warranties and Representations

#### Financial Management

Recipient's financial management system must include the following:

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

#### Competition

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

#### Codes of conduct.

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

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

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

Attachment I

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

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Recipient's Name

\_\_\_\_\_

Name and Title

\_\_\_\_\_

DEM Contract Number

\_\_\_\_\_

Street Address

\_\_\_\_\_

Project Number

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**Attachment J****Statement of Assurances**

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

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

Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

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

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

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

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

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

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

AMENDMENT NO. 1  
 DEP AGREEMENT No: 13GUI  
 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF WATER RESOURCE MANAGEMENT  
 BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
 STATE OF FLORIDA  
 GRANT AGREEMENT FOR  
 ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

THIS AGREEMENT is entered into on 11<sup>th</sup> day of January of 2011, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399, and GULF COUNTY, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 1000 Cecil G. Costin Sr. Boulevard, Room 302, Port St. Joe, Florida 32456, for the project described herein.

WHEREAS the LOCAL SPONSOR has worked with the DEPARTMENT'S Florida Coastal Office to resolve issues related to public access at the Buffer Preserve Public Access and all access and parking established in Attachment B-1 has been verified;

WHEREAS, the DEPARTMENT's contact address and mailing station have changed and that change is reflected within this amendment;

WHEREAS, the Department has changed the phone numbers and mailing station for the Department's Project Manager and Grant Program Administrator for this grant, and in accordance with Paragraph No. 22, is required to update this agreement to reflect those changes; and,

WHEREAS, other changes to the Agreement are necessary.

- Paragraph 6 sentence three is hereby deleted in its entirety and replaced with the following:

The life of the PROJECT is defined as ten (10) years following completion of each construction event.

- Paragraph 7 is hereby deleted in its entirety and replaced with the following:

For tasks, as specified in Table 1 below and in Attachment A-1, the LOCAL SPONSOR shall develop a detailed Scope of Work, which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work. The tasks must be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement prior to reimbursement of any work on these PROJECT tasks.

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- Paragraph 8 Table 1 is hereby deleted in its entirety and replaced with the following:

TABLE 1

Task	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
<b>4.0</b>	<b>Monitoring</b>				
4.1	2010 Monitoring	\$0	\$18,541.69	\$33,703.31	\$52,245
4.2	2011 Monitoring	\$0	\$65,772.91	\$119,555.09	\$185,328
4.3	2012 Monitoring	\$0	\$65,648.69	\$119,329.31	\$184,978
4.4	2014 Monitoring	\$0	\$36,359.71	\$66,090.87	\$102,450.58
	<b>TOTAL PROJECT COSTS</b>	<b>\$0</b>	<b>\$186,323</b>	<b>\$338,678.41</b>	<b>\$525,001.41</b>

- Paragraph 9 sentence two is hereby deleted in its entirety and replaced with the following:

Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$186,323 for this PROJECT or up to 35.49 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less.

- Paragraph 12 sentences one and two are hereby deleted in their entirety and replaced with the following:

The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B-1 (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement.

- Paragraph 19 sentence two is hereby deleted in its entirety and replaced with the following:

The LOCAL SPONSOR's Project Manager for all matters is Don Butler, Phone: (850) 229-6106. The DEPARTMENT's Project Manager for all technical matters is Catherine Florko, Phone: (850) 245-7688 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-7692.

- Paragraph 22 is hereby deleted in its entirety and replaced with the following:

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

LOCAL SPONSOR

Don Butler  
County Administrator  
1000 Cecil G. Costin Sr. Blvd., Room 302  
Port St. Joe, Florida 32456  
850-229-6106  
dbutler@gulfcountry-fl.gov

DEPARTMENT

Dena VanLandingham, Grant Program Administrator  
Department of Environmental Protection  
Beach Management Funding Assistance Program  
2600 Blair Stone Road, MS 3554  
Tallahassee, Florida 32399  
(850) 245-7692  
[Dena.Vanlandingham@dep.state.fl.us](mailto:Dena.Vanlandingham@dep.state.fl.us)

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

- Paragraph 36 is hereby deleted in its entirety and replaced with the following:

A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.

B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- Paragraph 45 is hereby added to this Agreement:

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

submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.
- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

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

- Paragraph 46 is hereby added to this Agreement.
  - A. The LOCAL SPONSOR shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the LOCAL SPONSOR or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
  - B. The LOCAL SPONSOR shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the LOCAL SPONSOR or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:
    - 300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
    - \$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The LOCAL SPONSOR's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

**(NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement)**

Attachment A, Grant Work Plan, Attachment B, Funding Eligibility, and Attachment D, Request for Payment are hereby deleted in their entirety and replaced with Attachment A-1, Revised Grant Work Plan, Attachment B-1, Revised Funding Eligibility, and, Attachment D-1, Revised Request for Payment attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A, Grant Work Plan, Attachment B, Funding Eligibility, and Attachment D, Request for Payment shall hereinafter refer to A-1, Revised Grant Work Plan, Attachment B-1, Revised Funding Eligibility, and Attachment D-1, Revised Request for Payment.

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

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: \*Commission Chair

By: \_\_\_\_\_  
Department of Environmental Protection  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEID No. 596000627

\_\_\_\_\_  
Department of Environmental Protection  
Grant Program Administrator

APPROVED as to form and legality:

\_\_\_\_\_  
Local Sponsor's Attorney  
(if necessary)

\_\_\_\_\_  
Department of Environmental Protection  
Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Grant Work Plan (2 pages)
Attachment	B-1	Revised Funding Eligibility (1 page)
Attachment	D-1	Revised Request For Payment, Parts I - IV (4 pages)

**ATTACHMENT A-1  
REVISED GRANT WORK PLAN**

<b>Project Title:</b> St. Joseph Peninsula Beach Restoration Project Monitoring.
<b>Project Location:</b> The project is on St. Joseph Peninsula between approximately DEP reference monuments R67-R105.5 in Gulf County, Florida.
<b>Project Background:</b> The St. Joseph Peninsula Beach Restoration project extends between R67 and R105.5 in Gulf County. The 7.5 mile project was constructed between March 2008 and January 2009 using 3,607,246 cubic yards of sand from an offshore borrow site. Post construction physical and turtle monitoring is required by DEP Joint Coastal Permit number 0266819.
The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2004) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at <a href="http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf">http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf</a> . One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.
<b>Project Description:</b> The project consists of monitoring of the St. Joseph Peninsula Beach Restoration project in accordance with the Physical Monitoring Plan prepared pursuant to DEP Joint Coastal Permit number 0266819.  The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.
<p><b>4.0 Monitoring</b></p> <p>A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.</p> <p><b>Performance standard:</b> All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.</p>
<p><b>4.1 2010 Monitoring</b></p> <p>Deliverable A: Remaining balance due to Local Sponsor for the approved 2010 Physical Monitoring Report. The Local Sponsor requested, and the Florida Legislature appropriated, additional funds required to reimburse the Local Sponsor for the full state share of the approved work. Total Cost of Remaining Balance: \$34, 144.83 (DEP cost: \$12,118). Due Date: March 31, 2015.</p> <p>Deliverable B: Final completion certification of the 2010 permit required tilling. Total Cost: \$15,600 (DEP cost: \$5,536.44). Due Date: March 31, 2015.</p>

Deliverable C: Remaining balance due to Local Sponsor for the approved 2010 Shorebird Monitoring Report. The Local Sponsor requested, and the Florida Legislature appropriated, additional funds required to reimburse the Local Sponsor for the full state share of the approved work.

Total Cost of Remaining Balance: \$2,500 (DEP cost: \$887.25).

Due Date: March 31, 2015.

#### 4.2 2011 Monitoring

Deliverable A: Notice of submittal of the 2011 permit required turtle monitoring data to the Florida Fish and Wildlife Conservation Commission.

Total Cost: \$49,535 (DEP cost: \$17,579.97).

Due Date: March 31, 2015.

Deliverable B: Digital copy of the 2011 physical monitoring report.

Total Cost: \$114,793 (DEP cost: \$40,740.04).

Due Date: March 31, 2015.

Deliverable C: Written notice of completion/approval of permit required tilling.

Total Cost: \$21,000 (DEP cost: \$7,452.90).

Due Date: March 31, 2015.

#### 4.3 2012 Monitoring

Deliverable A: Notice of submittal of the 2012 turtle monitoring data to the Florida Fish and Wildlife Conservation Commission.

Total Cost: \$49,535 (DEP cost: \$17,579.97).

Due Date: March 31, 2015.

Deliverable B: Digital copy of the 2012 Physical monitoring report.

Total Cost: \$114,793 (DEP cost: \$40,740.04).

Due Date: March 31, 2015.

Deliverable C: Written notice of completion/approval of permit required tilling.

Total Cost: \$20,650 (DEP cost: \$7,328.69).

Due Date: March 31, 2015.

#### 4.4 2014 Physical Monitoring

Deliverable A: Digital copy of the 2014 Physical monitoring report.

Total Cost: \$102,450.58 (DEP cost: \$36,359.71).

Due Date: March 31, 2015.

\* Note: The total cost of the 2014 Monitoring Report is \$114,793. However, the Department has insufficient funds to cost share on the entire state share at this time. The LOCAL SPONSOR will apply for reimbursement for the unfunded cost associated with the approved scope of work.

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

**All Tasks are Contractual Services.**

## ATTACHMENT B-1

## REVISED FUNDING ELIGIBILITY

## ST. JOSEPH PENNINSULA BEACH RESTORATION PROJECT

Project Boundary: R67-R105.5.

Approximate Shoreline Length: 38,539 FEET

Public Access

Location/Name	R Monument	Type	Width of Access/Frontage	Total units or parking spaces	Public Parking Spaces	Eligible shoreline (ft)
SJP State Park	R68.1 to R77.3	Primary	8,675 feet	100+	100+	9,953 feet
Dune Drive	R80.8 to R85.5	Primary	50 feet	100+	100+	5,330 feet (overlaps with Rish)
Rish State Park	R85.5 to R89.4	Secondary	4,250 feet	50+	50+	2,095 feet (overlaps with Dunes Drive and Cape Palms)
Cape Palms	R89.4 to R93.4	Primary	100 feet	100+	100+	5,380 feet (overlaps with Rish)
Buffer Preserve	R101.4 to R105.6	Primary	10 feet	100+	100+	4,595 feet (overlaps with County/State Access)

Total eligible shoreline length: 27,353 FEET

Total project shoreline length: 38,539 FEET

**Percent eligible for State funding: 70.97%**

\* Primary accesses with bathrooms and at least 100 parking spaces

ATTACHMENT D-1

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

PAYMENT SUMMARY

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY

DEP Agreement Number: 13GU1

Billing Number: \_\_\_\_\_

Billing Type:  Interim Billing  Final Billing

Costs Incurred This Payment Request:

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



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

REQUEST FOR PAYMENT – PART III

PROJECT PROGRESS REPORT

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY

DEP Agreement Number: 13GU1

Report Period: \_\_\_\_\_

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

Task Eligible Project

No: Item:

(SEE EXAMPLE)

4.0 MONITORING

4.1 2010 Monitoring

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2 2011 Monitoring

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.3 2012 Monitoring

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.4 2014 Monitoring

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

REQUEST FOR PAYMENT – PART IV

Name of Project: ST. JOSEPH PENINSULA BEACH RESTORATION PROJECT

LOCAL SPONSOR: GULF COUNTY

DEP Agreement Number: 13GU1

Billing Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

Lynn Lanier

**From:** Donald Butler <dbutler@gulfcounty-fl.gov>  
**Sent:** Monday, May 12, 2014 11:46 AM  
**To:** tkopinsky@gulfcounty-fl.gov; 'Jennifer Jenkins'; 'Lynn Lanier'  
**Subject:** FW: 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project  
**Attachments:** 13GU1\_A1-St. Joseph Penninsula Beach Restoration Project.pdf

Donald Butler  
Gulf County Administrator  
1000 Cecil G. Costin, Sr. Blvd., Room 301  
Port St. Joe, FL 32456  
(850) 229-6106  
(850) 229-9252 Fax

**From:** Florko, Catherine [<mailto:Catherine.Florko@dep.state.fl.us>]  
**Sent:** Monday, May 12, 2014 10:54 AM  
**To:** Don Butler ([dbutler@gulfcounty-fl.gov](mailto:dbutler@gulfcounty-fl.gov))  
**Cc:** Acevedo, Arlene; Michael Dombrowski  
**Subject:** FW: 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 1:00

Hi Don,

The email would not go through for Arlene. Here is the proposed amendment. Michael help a lot!

Catherine

**From:** Acevedo, Arlene  
**Sent:** Monday, May 12, 2014 10:47 AM  
**To:** Don Butler ([dbutler@gulfcounty-fl.gov](mailto:dbutler@gulfcounty-fl.gov))  
**Cc:** Florko, Catherine; VanLandingham, Dena  
**Subject:** 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project

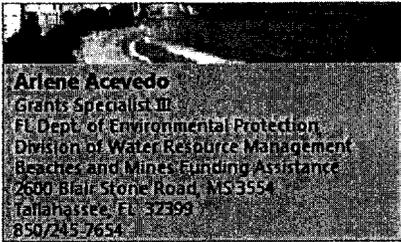
Mr. Butler:

RE: Execution of Project Agreement 13GU1\_A1-St. Joseph Peninsula Beach Restoration Project:

Please find attached an original Agreement for your review. If you find this document to be in order, please print one (1) original agreement (single side), sign and date as appropriate and return the original to the address below within five (5) working days following completion of your internal review. Once signed by the Department, an original will be returned to you for your records. Failure to execute and return the original to the Department in a timely manner may result in future payment delays, rejected billings or the possible reversion of funds intended for this project.

Should you have any questions please contact Dena VanLandingham, Grant Administrator at 850.245.7692 or email her at [Dena.VanLandingham@dep.state.fl.us](mailto:Dena.VanLandingham@dep.state.fl.us)

Mailing address:  
Department of Environmental Protection  
Beach Management Funding Assistance Program  
2600 Blair Stone Road, MS 3554  
Tallahassee, Florida 32399



**State Housing Initiative Partnership (SHIP) Program  
Fiscal Year 2014-2015 Funding Certification**

Name of Local Government

Gulf County B.O.C.C.

Projected Allocation\*

\$ 350,000.00

*\*See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.*

Strategies	Does this strategy serve: HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Housing Rehabilitation	HO	Yes	Yes	\$ 165,000.00
Volunteer Based Rehabilitation	HO	Yes	Yes	\$ 75,000.00
Purchase Assistance	HO	Yes	Yes	\$ 60,000.00
Foreclosure Prevention	HO	Yes	Yes	\$ 5,000.00
Disaster Mitigation and Recovery	HO	Yes	Yes	\$ 10,000.00
<b>Total must equal total allocation for 2014-2015 minus administrative costs.</b>				\$ 315,000.00
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met: Persons receiving Social Security Disability Income, Supplemental Security Income and/or Veterans Disability Benefits.				

**Legislative Proviso Language**

*From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.*

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

**Certifications for SHIP Fiscal Year 2014-2015 Funding:**

\_\_\_\_\_ Gulf County B.O.C.C. \_\_\_\_\_ **agrees that:**  
*Local Government Name*

1. The city/county has read and understands the legislative language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2014-2015 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2014-2015 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in s.section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.

**Authorized Signature:**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

Please return this completed form as a PDF document to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org)

SHIP 2014-2015 \$ 100,000,000

Local Government	County Total	County Share/ City Share
ALACHUA	1,161,194	578,739
Gainesville		582,455
BAKER	350,000	350,000
BAY	801,654	633,066
Panama City		168,588
BRADFORD	350,000	350,000
BREVARD	2,525,188	1,405,268
Cocoa		80,301
Melbourne		356,304
Palm Bay		482,058
Titusville		201,257
BROWARD	8,147,463	1,752,520
Coconut Creek		245,239
Coral Springs		561,360
Davie		426,927
Deerfield Beach		346,267
Ft. Lauderdale		776,453
Hollywood		656,686
Lauderhill		305,530
Margate		252,571
Miramar		577,655
Pembroke Pines		710,459
Plantation		390,263
Pompano Beach		470,923
Sunrise		395,967
Tamarac		278,643
CALHOUN	350,000	350,000
CHARLOTTE	772,442	691,799
Punta Gorda		80,643
CITRUS	669,078	669,078
CLAY	907,269	907,269
COLLIER	1,545,449	1,454,731
Naples		90,718
COLUMBIA	354,491	354,491
DE SOTO	350,000	350,000
DIXIE	350,000	350,000
DUVAL	4,015,023	4,015,023
ESCAMBIA	1,397,139	1,155,015
Pensacola		242,124
LAGLER	473,577	100,540
Palm Coast		373,037

Less \$4 million for Homeless and \$5 million holdback for Disaster Relief

Local Government	County Total	County Share/ City Share
FRANKLIN	350,000	350,000
GADSDEN	350,000	350,000
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	350,000	350,000
HERNANDO	819,634	819,634
HIGHLANDS	473,577	473,577
HILLSBOROUGH	5,839,681	4,254,208
Tampa		1,585,473
HOLMES	350,000	350,000
INDIAN RIVER	660,086	660,086
JACKSON	350,000	350,000
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	1,406,126	1,406,126
LEE	2,956,635	1,907,917
Cape Coral		740,341
Ft. Myers		308,377
LEON	1,296,020	440,647
Tallahassee		855,373
LEVY	350,000	350,000
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	1,545,449	1,311,777
Bradenton		233,672
MARION	1,552,190	1,286,300
Ocala		265,890
MARTIN	700,536	700,536
MIAMI-DADE	7,463,905	4,838,850
Hialeah		664,288
Miami		1,213,631
Miami Beach		262,729
Miami Gardens		310,498
North Miami		173,909
MONROE	365,717	365,717
NASSAU	372,459	372,459
OKALOOSA	884,799	789,683
Ft. Walton Beach		95,116

Local Government	County Total	County Share/ City Share
OKEECHOBEE	350,000	350,000
ORANGE	5,500,367	4,355,191
Orlando		1,145,176
OSCEOLA	1,345,457	1,048,380
Kissimmee		297,077
PALM BEACH	6,149,779	4,683,057
Boca Raton		392,971
Boynton Beach		320,403
Delray Beach		282,275
West Palm Beach		471,073
PASCO	2,183,628	2,183,628
PINELLAS	4,244,226	2,241,376
Clearwater		499,545
Largo		359,486
St. Petersburg		1,143,819
POLK	2,821,808	2,201,010
Lakeland		454,029
Winter Haven		166,769
PUTNAM	365,717	365,717
ST. JOHNS	947,719	947,719
ST. LUCIE	1,311,749	333,708
Ft. Pierce		194,664
Port St. Lucie		783,377
SANTA ROSA	747,727	747,727
SARASOTA	1,779,149	1,535,761
Sarasota		243,388
SEMINOLE	1,990,378	1,990,378
SUMTER	507,285	507,285
SUWANNEE	350,000	350,000
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	2,298,230	1,619,103
Daytona Beach		285,440
Deltona		393,687
WAKULLA	350,000	350,000
WALTON	350,000	350,000
WASHINGTON	350,000	350,000
TOTAL	90,750,000	90,750,000
Compliance Monitoring		250,000
Disaster Relief Holdback		5,000,000
Homeless Funding		4,000,000
<b>Appropriation Total</b>		<b>100,000,000</b>



# Apalachee Regional Planning Council

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson  
Liberty, Leon and Wakulla Counties and their municipalities

April 30, 2014

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

Re: Gulf County Small Quantity Generator Verification Contract

Dear Mr. Butler:

Pursuant to Chapter 403.7234 (2), *Florida Statutes*, Gulf County must verify the management practices of at least twenty percent (20%) of the small quantity generators (SQG) identified in the County's SQG assessment roll. In the past, the Apalachee Regional Planning Council (ARPC) has provided this service to Gulf County under contract and would like to continue providing this service in FY 2013/2014.

The verifications for FY 2013/2014 must be completed by September 30, 2014. Enclosed are two copies of a contract between Gulf County and the ARPC to conduct the SQG verifications. If the County decides to continue to contract with the ARPC for this service, please have the County Commission Chairman and County Clerk of Court sign both copies. Please keep one copy for your records and return one fully executed copy of the contract to the ARPC.

ARPC staff looks forward to working with Gulf County on this project again this year. If you have any questions please don't hesitate to contact me at 850-488-6211, ext. 102.

Sincerely,

Chris Rietow  
Executive Director

Enclosures

cc: The Hon. Ward McDaniel, ARPC Board Member

GULF COUNTY  
2014 MAY -7 PM 12: 01  
BOARD OF COUNTY  
COMMISSIONERS

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 12: 58

AGREEMENT BETWEEN THE

COUNTY OF GULF

AND THE

APALACHEE REGIONAL PLANNING COUNCIL

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 12:52

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Gulf County, hereinafter referred to as the County, and the Apalachee Regional Planning Council, herein referred to as the Council.

WITNESSETH

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

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

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

ARTICLE I - SCOPE OF WORK

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

The Council will perform the small quantity generator notification and verification program responsibilities for the County as required by Sections 403.7234 and 403.7236, Florida Statutes. The work will be carried out in accordance with the Florida Department of Environmental Protection (FDEP) *Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program* (September 2009) as referenced in Rule Chapter 62-731.030, Florida Administrative Code.

Specific tasks to be completed by the Council include:

- Complete the annual verification of hazardous waste management practices for twenty percent (20%) of the active and potential small quantity generators on the County assessment role as required by Sections 403.7234 and 403.7236, Florida Statutes and enter verification information into the CHAZSQG on-line database as required by FDEP. All verifications will be made by on-site visits to the places of business of small quantity generators.

- Notify all known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact if a facility needs additional information concerning compliance assistance.
- Submit an annual report to FDEP summarizing the small quantity generator notification and verification activities for the pas year.

#### ARTICLE II - COMPENSATION

In consideration for services received, the County agrees to pay to the Council upon completion of services a lump sum of Two Thousand Dollars (\$3,500.00) for the work required to fulfill the Council's requirements to this Agreement.

#### ARTICLE III - TIME OF COMPLETION

The Council agrees to perform the required services by September 30, 2014.

#### ARTICLE IV - DEFAULT AND TERMINATION

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

#### ARTICLE V - GENERAL TERMS AND CONDITIONS

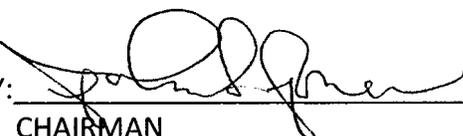
a. Non-Discrimination. In carrying out the work of this Agreement, the Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Council, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin. The Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY:   
CHAIRMAN  
APALACHEE REGIONAL  
PLANNING COUNCIL

BY: \_\_\_\_\_  
CHAIRMAN  
GULF COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

BY:   
EXECUTIVE DIRECTOR  
APALACHEE REGIONAL  
PLANNING COUNCIL

BY: \_\_\_\_\_  
CLERK OF COURT  
GULF COUNTY



GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

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

132

Initiating Department: Gulf County Health Department

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 \_\_\_\_\_

2014 MAY 21 AM 12:57

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. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA

2014 APR 30 AM 10:34

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
		SEE ATTACHMENTS (3)	

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

Other Information : Page 1 of 4

<p align="center"><b>Department / Location Approval</b></p> <p><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p><u>Maisha Luitman</u>      <u>4.21.2014</u>                  Department Head Signature *      Date</p> <p><i>* 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.</i></p>	<p align="center"><b>Board of County Commissioners Consent Agenda Approval</b></p> <p align="center">_____ Date</p> <p><i>Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</i></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Office of the Clerk of Circuit Court**

Asset Tag# \_\_\_\_\_ Asset Record Updated \_\_\_\_\_ Copy Returned to Department \_\_\_\_\_

132

CONSENT  
DATE 5/27/14 U

**GULF COUNTY ASSET / INVENTORY ACTIVITY FORM**

**133**

Initiating Department: Gulf County Health Department

Enter Information for ALL Asset/Inventory Activity checked above			
Department/Location	Asset Tag #	Description	Serial Number
4186	120081	DESKTOP COMPUTER, DELL OPTIPLEX 745 \$1219	HYSRQD1
4193	120089	DESKTOP COMPUTER, DELL OPTIPLEX 755 1022.70	J5KXBG1
4195	120090	DESKTOP COMPUTER, DELL OPTIPLEX 755 1022.70	26KXBG1
2827	130390	LAPTOP COMPUTER, DELL LATITUDE C840 2137.35	1T1YM21
2828	130391	LAPTOP COMPUTER, DELL LATITUDE C840 2119.35	HGJ8M21
3163	130447	LAPTOP COMPUTER, DELL LATITUDE D600 1504.41	HGX3V51
3227	130452	LAPTOP COMPUTER, DELL LATITUDE D810 1731.22	973QC81
3228	130453	LAPTOP COMPUTER, DELL LATITUDE D810 1731.22	B83QC81
3229	130454	LAPTOP COMPUTER, DELL LATITUDE D810 1731.22	J73QC81
3230	130455	LAPTOP COMPUTER, DELL LATITUDE D810 1731.22	473QC81
3435	130480	LAPTOP COMPUTER, DELL LATITUDE D810 1657.22	FDYW1B1
3438	130483	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1017.48	BZ8H2B1
3441	130486	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1020.48	GZ8H2B1
3442	130487	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1021.48	JZ8H2B1
3444	130490	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1474.31	49TH3B1
3445	130491	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1070.08	2QR33B1
3446	130492	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1070.08	2JX43B1
3448	130494	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1247.31	8WY23B1

Enter Information for ALL Vehicles, Heavy Equipment, Trailers			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information : Page 2 of 4

**133**

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

134

Initiating Department: Gulf County Health Department

Enter Information for ALL Asset/Inventory Activity checked above			
Department/Location	Asset Tag #	Description	Serial Number
3451	130497	LAPTOP COMPUTER, DELL LATITUDE D810 \$1683.22	J4X43B1
3465	130511	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1001.28	BGDM9B1
3542	130513	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1001.28	55S7RB1
3544	130515	LAPTOP COMPUTER, DELL LATITUDE D820 1894.86	DRCGRB1
3545	130516	LAPTOP COMPUTER, DELL LATITUDE D610 1559.96	77X5SB1
3587	130517	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1001.56	5NSR2C1
3588	130518	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1290.39	1VWR2C1
3585	130521	LAPTOP COMPUTER, DELL LATITUDE D820 1812.91	3TKJ6C1
3586	130522	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1002.36	8CP17C1
3598	130528	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1000.30	HTG7ZC1
3595	130533	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1219.86	580TWC1
3596	130534	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1219.86	B70TWC1
3597	130535	LAPTOP COMPUTER, DELL LATITUDE D410 1705.86	1JBQWC1
3661	130541	DESKTOP COMPUTER, DELL OPTIPLEX GX620 1247.80	CDR65D1
4198	130543	DESKTOP COMPUTER, DELL OPTIPLEX 745 1220.02	6W52HD1
4203	130550	LAPTOP COMPUTER, DELL LATITUDE D830 1576.40	6RNXHD1
4206	130553	DESKTOP COMPUTER, DELL OPTIPLEX 755 1030.21	1Y94HF1
4209	130555	DESKTOP COMPUTER, DELL OPTIPLEX 755 1420	DNFQQF1

Enter Information for ALL Vehicles, Heavy Equipment, Trailers			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information : Page 3 of 4

**134**

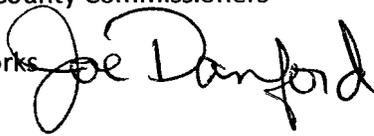


RECORD  
 REBECCA L. MORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA

2014 APR -3 PM 4:01

FILED FOR RECORD  
 REBECCA L. MORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 12:58  
 FILED FOR RECORD  
 REBECCA L. MORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 APR 23 PM 4:20

MEMORANDUM

DATE: April 3, 2014  
 TO: Gulf County Board of County Commissioners  
 FROM: Gulf County Public Works   
 SUBJECT: Inventory Changes

We are requesting that the following changes be made to our inventories:

Inventory #	Equipment	Reason	Remarks
100-586	Mack Truck		Removed from Inventory by clerk's office as sold but was not. Should be on inventory.
75-125	1995 Ford Van	Make Active	Mr. Jimmy repaired and is being used as spare.
100-580	2007 Mack Dump Truck	Sold	Was sold and should not be on inventory.
70-581	CAT 938F Wheel Loader	Traded	This was traded in 2004 for 70-690 and should have been removed from inventory.
100-378	1988 GMC Flatbed	Junked	Irreparable/Request to sell.
75-61	1999 Ford E350 Van	Junked	Irreparable/Request to sell.
25-99	1994 Chevy C-10 Pick-up	Junked	Irreparable/Request to sell.
100-376	1988 Ford F150 Truck	Junked	Irreparable/Request to sell.
70-679	2000 Chevy Pick-up	Junked	Irreparable/Rusted Frame. Request to sell.
100-536	Scag stand up mower/Sulky	Junked	Irreparable
100-591	50' Manual Hose Reel	Junked	Irreparable

100-590	50' Manual Hose Reel	Junked	Irreparable
75-149	15 HP Kawasaki	Junked	Irreparable
75-167	Trimstar 15/36 Kawaski	Junked	Irreparable
75-148	15 HP Wack Mower	Junked	Irreparable
75-134	Snapper Mower	Junked	Irreparable
75-133	SPE 131KW Mower	Junked	Irreparable
75-116	Snapper Brush Mower	Junked	Irreparable
75-158	Ice machine	Junked	Irreparable
75-33	TDM Utility Trailer	Junked	Irreparable
70-628	Manitowoc Ice Machine	Junked	Irreparable
75-30	TDM 6X16 Utility Trailer	Junked	Irreparable
75-29	TDM 6X16 Utility Trailer	Junked	Irreparable
70-528	1997 International Flat Bed	Junked	Irreparable/Request to sell.
70-768	Trash Pump	Junked	Irreparable

WE ALSO REQUEST TO BE ABLE TO REMOVED ALL JUNKED ITEMS FROM INVENTORY.

**SNIFFEN & SPELLMAN, P.A.**

123 North Monroe Street  
Tallahassee, Florida 32301

Phone: (850) 205-1996 Fax: (850) 205-3004  
Federal I.D. #20-2446163

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

**138**

2014 MAY 21 AM 1:01

Terms: Due Upon Receipt

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

Page 1  
May 06, 2014  
Account No: 7010-001  
Statement No: 12190

Modification of Consent Decree

For Legal Services through April 30, 2014.

Thank you for allowing us to serve you.

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 13 AM 10:59

04/02/2014	MPS	Email with P. Morrison.	Hours	
			0.20	38.00
		Total for Current Services	0.20	38.00

Summary by Timekeeper

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
Michael P. Spellman	0.20	\$190.00

Previous Balance \$4,336.00

Total Current Charges 38.00

Payments

Total Payments Thru 05/06/2014 -4,127.00

Total Balance Due \$247.00

Aged Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
209.00	0.00	0.00	0.00	0.00	0.00

Payments received after 5/05/14 are not included on this statement.

  
**138**

CONSENT  
DATE: 5/27/14 L

INVOICE NUMBER 271 0070550  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864488  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

139

RTE# B3240



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT  
 271 0070550 5/06/14 CHARGE # 633734

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3240

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0007	3	PATTY JONES S. S. SHIRT-65/35 PANTS-65/35			3.69			3/10		
0008	4	RICKY DAVIS S. S. SHIRT-65/35 PANTS-65/35			3.69			3/10		
0014	7	LARRY BAKER LS SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN			6.73			3/10		
0015	8	SCOTT GORTMAN S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN	DDE 9 - 0 - 9 -		6.19			3/10		
0018	9	RAYMOND ATCHISON S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			3/10		
0019	10	DAVID GREEN S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN			6.19			3/10		
0021	12	JAMES HYSMITH S. S. SHIRT-65/35 LOST PROD-PANTS-DENIM- PANTS-DENIM-JEAN	turned in 7		4.59 <del>485.64</del>			3/10		
0022	13	PHILLIP NUNNERY S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN			6.19			3/10		
0025	16	RONALD MAYHANN S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			12/13		
0026	17	TYLER WHITTEN S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			12/13		

BOARD OF COUNTY COMMISSIONERS  
 2014 MAY - 8 PM 3:53  
 GULF COUNTY

139

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INVOICE NUMBER 271 0070550  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864488  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

**140**  
32419

RTE# B3240



PAYMENT AMOUNT \$ \_\_\_\_\_

2710070550R

- Please Detach and Return With Payment -



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

PAGE 002

INVOICE 271 0070550      DATE 5/06/14      PAYMENT TERMS CHARGE      PURCHASE ORDER      CONTRACT # 633734

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3240

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

INVOICE SUB-TOTAL 236.68

TOTAL SERVICE CHANGES

AMOUNT DUE

51.04

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

*K. Colinsworth*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:00

CONSENT DATE: 5/27/14 **140**

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INVOICE NUMBER 271 0070551  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864492  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

141



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT  
 271 0070551 5/06/14 CHARGE # 633734

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PIC UP
				QTY.	AMOUNT					
0002	1	KEN BLAND S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0007	4	HARLAN HADDOCK S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0009	5	JAKE LEWIS S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0010	6	RICK SUMMERS S. S. SHIRT-65/35 PANTS-65/35		9	3.69			3/10		
0011	7	JIMMY PORTER S. S. SHIRT-65/35 PANTS-WESTERN-JEANS		9	4.23			3/10		
0013	8	ZEBEDE ADDISON S. S. SHIRT-65/35 PANTS-65/35		9	3.69			3/10		
0014	9	DOUG KELLY S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN PANT-PLEATED-SHORTS		9	7.79			3/10		
0015	10	LARRY YOUNG LS SHIRT-65/35 PANTS-65/35		9	4.23			3/10		
0016	16	JAMES VICKERS S. S. SHIRT-65/35 PANTS-65/35		9	3.69			8/13		
0017	17	ANDY PITTS S. S. SHIRT-65/35 LOST PROD-S. S. SHIRT-6 S. S. SHIRT-65/35 PANTS-DENIM-JEAN LOST PROD-PANTS-DENIM- PANTS-DENIM-JEAN		9	9.18			9/13		
				9	139.50					
				9	238.68					

BOARD OF COUNTY COMMISSIONERS  
 2015 MAY 28 PM 3:54  
 GULF COUNTY

*PDE*  
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141

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INVOICE NUMBER 271 0070551 REMIT TO:  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864492  
 A/R NUMBER  
 CUSTOMER GULF COUNTY RTE# B3230

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

**142**



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 002

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT  
 271 0070551 5/06/14 CHARGE # 633734

**S H I P T O**  
 864492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

**B I L L T O**  
 864492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0020	11	BRYAN HOBBS S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0022	13	TITUS WILLIAMS S. S. SHIRT-65/35 PANTS-65/35		9	3.69			3/10		
0024	14	TONY LARRY S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0027	18	LARRY LEVINS S. S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			1/14		

INVOICE SUB-TOTAL

445.91

TOTAL SERVICE CHANGES

AMOUNT DUE

58.55

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

*K. Collinsworth*

FILED FOR RECORD REBECCA L. NORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 10:01  
 PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

*Thanks Roy*

CONSENT **142**  
 DATE: 5/27/14 *u*

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INVOICE NUMBER 271 0070552  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864495  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

143



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT  
 271 0070552 5/06/14 CHARGE # 633734

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 864495  
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 STEVE MORK  
 PORT SAINT JOE FL 32456

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 GULF COUNTY  
 100 FL 71  
 STEVE MORK  
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3220

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

GULF COUNTY  
 BOARD OF COUNTY  
 COMMISSIONERS  
 2014 MAY 18 PM 8:53

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143

INVOICE NUMBER 271 0070552 REMIT TO:  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864495  
 A/R NUMBER  
 CUSTOMER GULF COUNTY RTE# B3220

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

**144**  
 32413

PAYMENT AMOUNT \$ \_\_\_\_\_



- Please Detach and Return With Payment -



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

INVOICE	DATE	PAYMENT TERMS	PURCHASE ORDER	CONTRACT
271 0070552	5/06/14	CHARGE		# 633734

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3220

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

INVOICE SUB-TOTAL 42.03

TOTAL SERVICE CHANGES

AMOUNT DUE

42.03

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

*[Signature]*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:01

CONSENT **144**  
 DATE: 5/27/14

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INVOICE NUMBER 271 0070553  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864498  
 A/R NUMBER  
 CUSTOMER

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

145  
 32413

RTE# B3210  
 GULF COUNTY DUST ACCOU



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT  
 271 0070553 5/06/14 CHARGE # 633734

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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# B3210

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

TOTAL SERVICE CHANGES

AMOUNT DUE

72.25

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

*K. Collinsworth*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

*Steve Mat*

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

2014 MAY -8 PM 3:48

Courthouse Maintenance  
 281712-52

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:01

145

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INVOICE NUMBER 271 0071085  
 INVOICE DATE 5/13/14  
 CUSTOMER# (BILL TO) 864495  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

**146**  
 32413

RTE# B3220



PAYMENT AMOUNT \$ \_\_\_\_\_

2710071085V

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE 271 0071085      DATE 5/13/14      PAYMENT TERMS CHARGE      PURCHASE ORDER      CONTRACT # 633734

**S**  
**H**  
**I**  
**P**  
**T**  
**O**  
 B64495  
 GULF COUNTY  
 100 FL 71  
 STEVE MORK  
 PORT SAINT JOE FL 32456

**B**  
**I**  
**L**  
**L**  
**T**  
**O**  
 B64495  
 GULF COUNTY  
 100 FL 71  
 STEVE MORK  
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3220

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

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**146**

INVOICE NUMBER 271 0071085  
 INVOICE DATE 5/13/14  
 CUSTOMER# (BILL TO) 864495  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

**147**



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 002

INVOICE 271 0071085      DATE 5/13/14      PAYMENT TERMS CHARGE      PURCHASE ORDER      CONTRACT # 633734

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL: 850/233-8586 RTE# B3220

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

INVOICE SUB-TOTAL 42.03

TOTAL SERVICE CHANGES \_\_\_\_\_

AMOUNT DUE 42.03

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

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:59

CONSENT  
 DATE: 5/27/14 ll  
**147**

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INVOICE NUMBER 271 0071636  
 INVOICE DATE 5/20/14  
 CUSTOMER# (BILL TO) 864495  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

**148**



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -

2710071636X



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

PAGE

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT #  
 271 0071636 5/20/14 CHARGE #

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3

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

CONSENT **148**  
 DATE: 5/27/14 CC

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

271 0071850  
5/20/14  
864495  
RTE# B3220  
GULF COUNTY

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

149



2710071850X

PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT #  
271 0071836 5/20/14 CHARGE #

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864495  
GULF COUNTY  
100 FL 71  
STEVE MORK  
PORT SAINT JOE FL 32456

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**O**  
864495  
GULF COUNTY  
100 FL 71  
STEVE MORK  
PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3

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

INVOICE SUB-TOTAL

42.03

TOTAL SERVICE CHANGES

AMOUNT DUE

42.03

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

*[Signature]*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 2:00

149

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INVOICE NUMBER 271 0070549  
 INVOICE DATE 5/06/14  
 CUSTOMER# (BILL TO) 864483  
 A/R NUMBER  
 CUSTOMER

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

150

RTE# B3260  
 GULF CO ROAD -WIPER/PA



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE 271 0070549 DATE 5/06/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

**S**  
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864483  
GULF CO ROAD -WIPER/PAPER  
1000 FL 71  
BOBBY KNEE  
PORT SAINT JOE FL 32456

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586 RTE# B3260

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

BAGGED 18X18 WIPERS 11.25 3/10

INVOICE SUB-TOTAL 11.25

TOTAL SERVICE CHANGES \_\_\_\_\_

AMOUNT DUE 11.25

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

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

*Thanks Ray*

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY -8 PM 3:46

*John Lewis*  
 Fleet Maintenance  
 28151912- 52

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:01

150  
 DATE 5/21/14 *u*

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INVOICE NUMBER 271 0071083  
 INVOICE DATE 5/13/14  
 CUSTOMER# (BILL TO) 864488  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

151  
32413

RTE# B3240



2710071083T

PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE 001

INVOICE 271 0071083 DATE 5/13/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

**S**  
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**P**  
**T**  
**O**  
864488  
GULF COUNTY  
1000 CECIL G. COSTIN BLVD  
BOBBY KNEE  
PORT ST. JOE FL 32465

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**I**  
**L**  
**L**  
**T**  
**O**  
864488  
GULF COUNTY  
1000 CECIL G. COSTIN BLVD  
BOBBY KNEE  
PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3240

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PIC UP
				QTY.	AMOUNT					
0007	3	PATTY JONES S. S. SHIRT-65/35 PANTS-65/35			3.69			3/10		
0008	4	RICKY DAVIS S. S. SHIRT-65/35 PANTS-65/35			3.69			3/10		
0014	7	LARRY BAKER LS SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN			6.73			3/10		
0015	8	SCOTT GORTMAN LOST PROD-PANTS-65/35 PANTS-65/35 SHORTS	3 -	5				3/10		
0018	9	RAYMOND ATCHISON S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			3/10		
0019	10	DAVID GREEN S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN			6.19			3/10		
0021	12	JAMES HYSMITH S. S. SHIRT-65/35 LOST PROD-PANTS-DENIM- PANTS-DENIM-JEAN		7	185.64			3/10		
0022	13	PHILLIP MUNNERY S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN			6.19			3/10		
0025	16	RONALD MAYHANN S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			12/13		
0026	17	TYLER WHITTEN S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			12/13		

1.60  
39.74  
- 89.61  
40.38

151

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INVOICE NUMBER 271 0071083  
 INVOICE DATE 5/13/14  
 CUSTOMER# (BILL TO) 864488  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

**152**



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

INVOICE 271 0071083 DATE 5/13/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

**S** 864488  
**H** GULF COUNTY  
**I** 1000 CECIL G. COSTIN BLVD  
**P**  
**T** BOBBY KNEE  
**O** PORT ST. JOE FL 32465

**B** 864488  
**I** GULF COUNTY  
**L** 1000 CECIL G. COSTIN BLVD  
**L**  
**T** BOBBY KNEE  
**O** PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL: 850/233-8586 RTE# B3240

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

INVOICE SUB-TOTAL ~~551.44~~  
 TOTAL SERVICE CHANGES - 185.64  
 AMOUNT DUE ~~445.80~~ 86.19

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

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ DT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:59

CONSEN **152**  
 DATE: 5/27/14 cl

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INVOICE NUMBER 271 0071084  
 INVOICE DATE 5/13/14  
 CUSTOMER# (BILL TO) B64492  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

153B



PAYMENT AMOUNT \$ \_\_\_\_\_

27100710840

- Please Detach and Return With Payment -



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

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT  
 271 0071084 5/13/14 CHARGE # 633734

**S**  
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 B64492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

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 B64492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0002	1	KEN BLAND			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0007	4	HARLAN HADDOCK			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0009	5	JAKE LEWIS			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0010	6	RICK SUMMERS			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0011	7	JIMMY PORTER			4.23			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-WESTERN-JEANS		9						
0013	8	ZEBEDE ADDISON			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	9	DOUG KELLY			7.79			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
		PANT-PLEATED-SHORTS		5						
0015	10	LARRY YOUNG			4.23			3/10		
		LS SHIRT-65/35		9						
		PANTS-65/35		9						
0016	16	JAMES VICKERS			3.69			8/13		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0020	11	BRYAN HOBBS			4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0022	13	TITUS WILLIAMS			3.69			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0024	14	TONY LARRY			4.59			3/10		
		S. S. SHIRT-65/35		9						

153

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INVOICE NUMBER 271 0071084  
 INVOICE DATE 5/13/14  
 CUSTOMER# (BILL TO) 864492  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

**154**  
32413

RTE# B3230



PAYMENT AMOUNT \$ \_\_\_\_\_

27100710840

**- Please Detach and Return With Payment -**



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

PAGE 002

INVOICE 271 0071084      DATE 5/13/14      PAYMENT TERMS CHARGE      PURCHASE ORDER      CONTRACT # 633734

**S**  
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**O**  
864492  
GULF COUNTY  
1001 CECIL G. COSTIN BLVD  
DPW GERALD SHEARER  
PORT SAINT JOE FL 32456

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3230

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PIC UP
				QTY.	AMOUNT					
0027	1B	PANTS-DENIM-JEAN		9						
		LARRY LEVINS			4.59			1/14		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						

INVOICE SUB-TOTAL 58.55

TOTAL SERVICE CHANGES

AMOUNT DUE

58.55

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

*XK Collinsworth*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ DT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:59

CONSENT DATE: 154/4/LL

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INVOICE NUMBER 271 0071854  
 INVOICE DATE 5/20/14  
 CUSTOMER# (BILL TO) 864488  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

SENT TO: UniFirst Corporation  
 17740 ASHLEY DR. STE 107  
 PANAMA CITY BEACH 155 32413

RTE# B3240



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT #  
 271 0071634 5/20/14 CHARGE #

**S H I P T O**  
 864488  
 GULF COUNTY  
 1000 CECIL G. COSTIN BLVD  
 BOBBY KNEE  
 PORT ST. JOE FL 32465

**B I L L T O**  
 864488  
 GULF COUNTY  
 1000 CECIL G. COSTIN BLVD  
 BOBBY KNEE  
 PORT ST. JOE FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PIC UP
				QTY.	AMOUNT					
	0007	3 PATTY JONES S. S. SHIRT-65/35 PANTS-65/35				3.69			3/10	
	0008	4 RICKY DAVIS S. S. SHIRT-65/35 PANTS-65/35				3.69			3/10	
	0014	7 LARRY BAKER LS SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN				6.73			3/10	
	0018	9 RAYMOND ATCHISON S. S. SHIRT-65/35 PANTS-DENIM-JEAN				4.59			3/10	
	0019	10 DAVID GREEN S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN				6.19			3/10	
	0021	12 JAMES HYSMITH S. S. SHIRT-65/35 LOST PROD-PANTS-DENIM- PANTS-DENIM-JEAN		4	7	185.64				
	0022	13 PHILLIP NUNNERY S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN				6.19			3/10	
	0025	16 RONALD MAYHANN S. S. SHIRT-65/35 PANTS-DENIM-JEAN				4.59			12/13	
	0026	17 TYLER WHITTEN S. S. SHIRT-65/35 PANTS-DENIM-JEAN				4.59			12/13	

*Need 3 more  
34x30*

CONSENT 155  
 DATE 5/21/14

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

271 0071634  
5/20/14  
864488  
RTE# B3240  
GULF COUNTY

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

156



2710071634V

PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT #  
271 0071634 5/20/14 CHARGE #

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

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

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3

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

INVOICE SUB-TOTAL 230.49

TOTAL SERVICE CHANGES

AMOUNT DUE

44.85

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

*K. Collins*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 2:00

CONSENT  
DATE: 5/21/14

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INVOICE NUMBER 271 0071635  
 INVOICE DATE 5/20/14  
 CUSTOMER# (BILL TO) B64492  
 A/R NUMBER  
 CUSTOMER GULF COUNTY

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

157

RTE# B3230



27100716350

PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT #  
 271 0071635 5/20/14 CHARGE #

**S H I P T O**  
 864492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

**B I L L T O**  
 864492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
				QTY.	AMOUNT					
0002	1	KEN BLAND				4.59			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0007	4	HARLAN HADDOCK				4.59			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0009	5	JAKE LEWIS				4.59			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0010	6	RICK SUMMERS				3.69			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0011	7	JIMMY PORTER				4.23			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-WESTERN-JEANS		9						
0013	8	ZEBEDE ADDISON				3.69			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	9	DOUG KELLY				7.79			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
		PANT-PLEATED-SHORTS		5						
0015	10	LARRY YOUNG				4.23			3/10	
		LS SHIRT-65/35		9						
		PANTS-65/35		9						
0016	16	JAMES VICKERS				3.69			8/13	
		S. S. SHIRT-65/35		9						
		PANTS-65/35		9						
0017	17	ANDY PITTS							9/13	
		DAMAGE-S. S. SHIRT-65/3		1		15.50				
		DAMAGE-S. S. SHIRT-65/3		8		124.00				
		DAMAGE-PANTS-DENIM-JEA		4		106.08				
		DAMAGE-PANTS-DENIM-JEA		9		238.68				
0020	11	BRYAN HOBBS				4.59			3/10	
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						

157

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INVOICE NUMBER 271 0071635  
 INVOICE DATE 5/20/14  
 CUSTOMER# (BILL TO) 864492  
 A/R NUMBER RTE# B3230  
 CUSTOMER GULF COUNTY

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

**158**



PAYMENT AMOUNT \$ \_\_\_\_\_

- Please Detach and Return With Payment -



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

PAGE

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT #  
 271 0071635 5/20/14 CHARGE

**S H I P T O**  
 864492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

**B I L L T O**  
 864492  
 GULF COUNTY  
 1001 CECIL G. COSTIN BLVD  
 DPW GERALD SHEARER  
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

RTE# B3

LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PIC UP
				QTY.	AMOUNT					
	0022	13 TITUS WILLIAMS S. S. SHIRT-65/35 PANTS-65/35				3.69			3/10	
	0024	14 TONY LARRY S. S. SHIRT-65/35 PANTS-DENIM-JEAN				4.59			3/10	
	0027	18 LARRY LEVINS S. S. SHIRT-65/35 PANTS-DENIM-JEAN				4.59			1/14	

INVOICE SUB-TOTAL

~~542.81~~

TOTAL SERVICE CHANGES

AMOUNT DUE

58.55

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

*H. Collinsworth*

SOIL PICK UP COUNT SH \_\_\_\_\_ PT \_\_\_\_\_ OT \_\_\_\_\_ NO \_\_\_\_\_

FILED FOR RECORD  
 REBECCA L. NORRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2014 MAY 21 AM 1:59

CONS **158**  
 DATE: 5/27/14 LL

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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

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 13 PM 4:46

May 13, 2014

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

Re: Records Disposition

Dear Chairman and Commissioners:

Pursuant to Chapter 1B-24.003, Florida Administrative Code, I am requesting permission to dispose of the records as shown on the exhibits attached hereto and made a part hereof. All requirements of the State of Florida Division of Records Management Retention Schedule have been met.

Sincerely,



Jessie Elphinstone  
Records Management Liaison Officer

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 1:02

**RECORDS DISPOSITION DOCUMENT**

NO.

PAGE 1 OF 3 PAGES

**1. AGENCY NAME and ADDRESS**

GULF COUNTY CLERK OF COURT  
1000 CECIL G COSTIN SR. BLVD, ROOM 148  
PORT ST. JOE, FL 32456

**2. AGENCY CONTACT (Name and Telephone Number)**

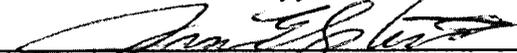
JESSIE ELPHINSTONE  
RECORDS MANAGEMENT LIAISON OFFICER

(850) 229-6112 Ext. 1104

**3. NOTICE OF INTENTION:** The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

a. Destruction       b. Microfilming and Destruction       c. Other \_\_\_\_\_

**4. SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

  
Signature, JESSIE ELPHINSTONE, RECORDS MANAGEMENT LIAISON OFFICER

Date

**5. LIST OF RECORD SERIES**

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorization
		SEE ATTACHED EXHIBIT "A" (Board – Landfill – Records to be Destroyed – 2012-2013 – 3 <sup>rd</sup> Disposition)			10.5	Landfill  FILED FOR RECORD REBECCA L. NORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA 2011 MAY 13 PM 4:47  FILED FOR RECORD REBECCA L. NORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA 2011 MAY 21 AM 1:00

**6. DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

REBECCA L. NORRIS  
GULF COUNTY CLERK OF COURTS

Date

**7. DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Signature

Date

Name and Title

Witness

<b>Board</b>		Landfill	<b>RECORDS TO BE DESTROYED</b>		<b>2012-2013</b>		3rd Disposition
<b>SCHEDULE NO.</b>	<b>ITEM NO.</b>	<b>TITLE</b>	<b>RETENTION PERIOD</b>	<b>DATES</b>	<b>Cubic Feet</b>		
GS1-SL	85	Check Reconciliations		10/01-9/02	8.5	74 soft books stacked in floor	
GS1-SL	340	Cash Disbursements		2002-2003	In Above		
GS1-SL	340	Check Register		2002-2003	In Above		
GS1-SL	50	BCC Monthly Reports		4/03-5/03	In Above		
GS1-SL	50	BCC Monthly Reports		12/01-1/02	In Above		
GS1-SL	340	Invoice Maintenance		2002-2003	In Above		
GS1-SL	50	BCC Monthly Reports		8/02-9/02	In Above		
GS1-SL	50	BCC Monthly Reports		10/03-11/03	In Above		
GS1-SL	340	Cash Disbursements		2003	In Above		
GS1-SL	50	BCC Monthly Reports		6/02-7/02	In Above		
GS1-SL	340	Invoice Proof		2001-2002	In Above		
GS1-SL	340	Invoice Maint.		2002-2003	In Above		
GS1-SL	50	Monthly Reports		8/03-9/03	In Above		
GS1-SL	50	BOCC Monthly Reports		10/02-11/02	In Above		
GS1-SL	50	BOCC Monthly Reports		4/02-5/02	In Above		
GS1-SL	340	Invoice Proof List		2001-2002	In Above		
GS1-SL	340	Invoice Proof List #2		2001-2002	In Above		
GS1-SL	340	Cash Disbursements		2001-2002	In Above		
GS1-SL	340	Invoice Proof List #3		2000-2001	In Above		
GS1-SL	340	Warrant List		2001-2002	In Above		
GS1-SL	340	Check Register		2001-2002	In Above		
GS1-SL	340	Journal Entry Proof		2001-2002	In Above		
GS1-SL	340	Warrant List		2001-2002	In Above		
GS1-SL	340	Cash Disbursements		2001-2002	In Above		
GS1-SL	365	BCC Daily Cash Receipts 1of2		10/02-9/03	In Above		
GS1-SL	340	Invoice Maintenance		2001-2002	In Above		
GS1-SL	340	Invoice Proof List		2000-2001	In Above		
GS1-SL	340	General Journal Entry		2000-2001	In Above		
GS1-SL	340	Cash Disbursements		2000-2001	In Above		
GS1-SL	340	Invoice Maintenance		2000-2001	In Above		
GS1-SL	340	Invoice Maintenance		2000-2001	In Above		
GS1-SL	340	Warrant List		2000-2001	In Above		
GS1-SL	340	Invoice Proof List		10/00-2/01	In Above		
GS1-SL	340	Check Register		2000-2001	In Above		
GS1-SL	340	Warrant List		10/00-3/01	In Above		

GS1-SL	340	Cash Disbursements			2000-2001	In Above	
GS1-SL	365	BOCC Daily Cash Receipts			10/01-9/02	In Above	
GS1-SL	50	BOCC Monthly Reports			6/03-7/03	In Above	
GS1-SL	365	Receipt Records			2007-2008	2	74 Back Wall
GS1-SL	50	Monthly Reports			2007-2008	2	74 center row
GS1-SL	50	Monthly Financial Statements			2006-2007	2	
GS1-SL	50	Monthly Reports			2005-2006	2	
GS1-SL	85	Bank Reconciliations			2004-2005	2	
GS1-SL	365	Daily Cash Receipts			2005-2006	In Above Box	

**RECORDS DISPOSITION DOCUMENT**

NO.

PAGE 1 OF 2 PAGES

**1. AGENCY NAME and ADDRESS**

GULF COUNTY CLERK OF COURT  
1000 CECIL G COSTIN SR. BLVD, ROOM 148  
PORT ST. JOE, FL 32456

**2. AGENCY CONTACT (Name and Telephone Number)**

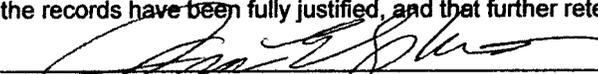
JESSIE ELPHINSTONE  
RECORDS MANAGEMENT LIAISON OFFICER

(850) 229-6112 Ext. 1104

**3. NOTICE OF INTENTION:** The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

a. Destruction       b. Microfilming and Destruction       c. Other \_\_\_\_\_

**4. SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

  
Signature, JESSIE ELPHINSTONE, RMLO

5/13/14  
Date

**5. LIST OF RECORD SERIES**

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorization
		SEE ATTACHED EXHIBIT "A" (Board - Burn - Records to be Destroyed - 2011-2012)			19	INCINERATION  FILED FOR RECORD REBECCA L. NORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA  FILED FOR RECORD REBECCA L. NORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA

**6. DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

REBECCA L. NORRIS  
GULF COUNTY CLERK OF COURTS

Date

**7. DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Signature

Date

Name and Title

Witness

<b>Board</b>		Burn	<b>RECORDS TO BE DESTROYED</b>		<b>2011-2012</b>	
<b>SCHEDULE NO.</b>	<b>ITEM NO.</b>	<b>TITLE</b>	<b>RETENTION PERIOD</b>	<b>DATES</b>	<b>Cubic Feet</b>	
GS1-SL	111	BOCC Insurance Records	5 yrs	Oct 2004 - Sept 2006	2	
GS1-SL	111	BOCC Insurance Records	5 yrs	2000 - 2001	2	
GS1-SL	111	BOCC Insurance Records (In Box Above)		2005 - 2006	In Box Above	
GS1-SL	111	BOCC Insurance Records	5 yrs	Aug 2001 - Sept 2004	1	
GS1-SL	111	BOCC Insurance Records (In Box Above)	5 yrs	Oct 2005 - Sept 2006	In Box Above	
GS1-SL	129	BOCC Payroll Records Deduction Authorization	5 yrs	2003 - 2004	1	
GS1-SL	157	BOCC Federal & State Income Employment Tax Forms	7 yrs	2003 - 2004	1	
GS1-SL	339	BOCC Deferred Compensation	10 yrs	2000 - 2001	2	
GS1-SL	183	BOCC & CLERK Payroll Records Ledgers / Trial Balance	7 yrs	1988-99; 2000 - 2001	In Box Above	
GS1-SL	111	BOCC Insurance Records	6 yrs	1991-98; 2000	In Box Above	
GS1-SL	157	BOCC Federal & State Income Employment Tax Reports	7 yrs	1999 - 2000	In Box Above	
GS1-SL	149	BOCC & CLERK Unemployment Compensation Records	3 yrs	1999 - 2000	In Box Above	
GS1-SL	55	BOCC Workers Compensation Reports	5 yrs	1999	In Box Above	
GS1-SL	111	BOCC Insurance Records	6 yrs	1995 - 1998	In Box Above	
GS1-SL	111	BOCC Insurance Records	5 yrs	2006-2007	1	
GS1-SL	111	Insurance Inventory	5 yrs	2003-2004	1	
GS1-SL	339	Deferred Compensation	10 yrs	1995-2001	1	
GS1-SL	183	Payroll Ledgers	7 yrs	1995-2001	In Box Above	
GS1-SL	111	Insurance	5 yrs	1995-2001	In Box Above	
GS1-SL	149	Unemployment Compensation Records	3 yrs	1995-2001	In Box Above	
GS1-SL	55	Workers Compensation	5 yrs	1995-2001	In Box Above	
GS1-SL	129	Payroll Records	7 yrs	2005-2007	1	
GS1-SL	129	Payroll records	7 yrs	2002-2003	1	
GS1-SL	149	Unemployment Compensation Records	3 yrs	2002-2003	In Box Above	
GS1-SL	111	Insurance Records	5 yrs	2002-2003	In Box Above	
GS1-SL	85	Bank Statements	5 yrs	2007-2008	1	
GS1-SL	85	Bank Statements - State Board	5 yrs	2007-2008	2	
GS1-SL	111	Health, Dental & Life Insurance Records	5 yrs	2002-2004	1	
GS1-SL	111	Insurance - PR Ded.	5 yrs	1985-1991	1	



# 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

April 9, 2014

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

Dear Becky:

Attached please find a copy of payment and invoice for Megan Napier Foundation for a program at the school to demonstrate the dangers of DUI and its consequences. Hopefully this information will help prevent crimes and save lives. We are requesting a refund for these expenses from the Gulf County Crime Prevention Funds as listed below.

**Make check Payable to:**

Gulf County Sheriff's Office

	<u>Amount</u>
Cost of Assembly (invoice attached)	\$500.00

Thank you,

Mike Harrison  
Sheriff

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 13 PM 12:54

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 1:01



***Gulf County Sheriff's Office***

***Sheriff Mike Harrison***

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • [www.gulfsheriff.com](http://www.gulfsheriff.com)  
850-227-1115 • 850-639-5717 • Fax 850-227-2097

April 9, 2014

Accounts payable

Please cut a check for \$500.00 to Megan Napier Foundation for DUI presentation for the school.

Sincerely,

A handwritten signature in cursive script that reads "Mike Harrison".

Sheriff Mike Harrison

GULF COUNTY SHERIFF'S OFFICE / JOSEPH NUGENT, SHERIFF / OPERATING ACCOUNT

MEGAN NAPIER FOUNDATION

Date	Type	Reference
4/7/2014	Bill	DONATION

Original Amt.	500.00
---------------	--------

Balance Due	500.00
-------------	--------

	4/7/2014
Discount	
Check Amount	

Payment	500.00
	500.00

PAYMENT RECORD

CASH - CAPITAL CIT

500.00

637894 (12/12)



018721

Rev 11/11



P.O. Box 900  
Tallahassee, FL 32302

00001004 FCC31545050114120440 01 000000000  
GULF COUNTY SHERIFF  
SHERIFFS OPERATING ACCOUNT  
P O BOX 970  
PORT ST JOE FL 32457

Date 4/30/14  
Primary Account

Page 1

HOME EQUITY SALE! Put the equity in your home to work for you with low introductory and variable rates. Call 888.671.0400 or visit [www.ccbg.com](http://www.ccbg.com) to apply today! Equal Housing Lender. Loans subject to credit approval. Ask a banker for details.

CHECKING ACCOUNT

PREMIUM BUSINESS CHECKING		Images	90
Account Number		Statement Dates	4/01/14 thru 4/30/14
Previous Balance	199,225.29	Days in this Statement Period	30
4 Deposits/Credits	215,129.47	Avg Ledger Balance	257,580.76
89 Checks/Debits	228,187.59	Avg Collected Balance	250,422.10
Service Charges	.00		
Interest Paid	.00		
Ending Balance	186,167.17		

*Reconciled 5/8/14 by Mike Harrison*

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
4/02	Deposit	197,366.39
4/09	Deposit	69.75
4/14	Deposit	9,993.33
4/14	Deposit	7,700.00

OTHER DEBITS

Date	Description	Amount
4/03	INTUIT PAYROLL SQUICKBOOKSCCD 596002595	56,240.66-



GULF COUNTY SHERIFF  
SHERIFFS OPERATING ACCOUNT  
P O BOX 970  
PORT ST JOE FL 32457

Date 4/30/14  
Primary Account

Page 2

PREMIUM BUSINESS CHECKING

(Continued)

Date	Description	OTHER DEBITS	Amount
4/04	FLA DEPT REVENUECRC 000000000033006	CCD	22,638.05-
4/16	INTUIT PAYROLL SQUICKBOOKSCCD 596002595		61,617.50-

CHECKS IN NUMBER ORDER

Date	Check No	Amount	Date	Check No	Amount
4/23	32927	10.18	4/10	32965	1,000.00
4/01	32931*	6,189.58	4/14	32966	169.95
4/01	32932	145.90	4/11	32967	5.50
4/02	32933	174.10	4/09	32968	64.17
4/08	32936*	25.00	4/09	32969	105.00
4/02	32941*	100.00	4/08	32970	342.00
4/01	32942	400.00	4/08	32971	500.00
4/09	32944*	73.94	4/08	32972	6,726.47
4/01	32945	1,735.59	4/09	32973	145.90
4/01	32946	44.34	4/09	32974	251.64
4/01	32947	563.57	4/10	32975	57.16
4/03	32948	326.20	4/08	32976	756.25
4/03	32949	174.40	4/11	32977	18.00
4/09	32954*	120.50	4/08	32978	3.50
4/08	32955	1,147.36	4/08	32979	73.90
4/03	32956	849.14	4/09	32980	1,013.27
4/07	32957	120.50	4/09	32981	2,220.37
4/08	32958	106.00	4/25	32982	500.00
4/08	32959	152.95	4/09	32983	40.00
4/07	32960	105.00	4/17	32984	650.50
4/04	32961	650.50	4/25	32985	25.00
4/07	32962	609.31	4/22	32986	2.00
4/10	32963	70.00	4/18	32989*	3,131.64
4/09	32964	75.95	4/22	32990	100.00

\* Denotes missing check numbers

00001004-0035142-0002-0012-FCC31545050114120440-03-L



GULF COUNTY SHERIFF  
 SHERIFFS OPERATING ACCOUNT  
 P O BOX 970  
 PORT ST JOE FL 32457

Date 4/30/14  
 Primary Account

Page 3

PREMIUM BUSINESS CHECKING

(Continued)

CHECKS IN NUMBER ORDER					
Date	Check No	Amount	Date	Check No	Amount
4/22	32991	420.00	4/17	33011	26.00
4/21	32992	50.00	4/22	33012	409.85
4/21	32994*	773.90	4/22	33013	1,000.00
4/30	32995	53.00	4/23	33014	120.51
4/22	32996	1,724.94	4/30	33015	125.00
4/21	32997	868.34	4/29	33016	2,130.20
4/18	32998	40.35	4/30	33017	228.71
4/24	32999	18.96	4/29	33018	447.27
4/22	33000	28,807.00	4/28	33019	44.99
4/22	33001	558.00	4/30	33021*	1,831.30
4/22	33002	6,374.64	4/30	33022	216.84
4/24	33003	1,100.00	4/29	33023	189.18
4/22	33004	24.20	4/29	33024	2,430.16
4/22	33005	216.00	4/29	33025	222.90
4/18	33006	71.40	4/30	33026	300.00
4/21	33007	415.48	4/30	33027	178.70
4/21	33008	127.54	4/30	33028	179.21
4/22	33009	411.80	4/30	33029	286.00
4/22	33010	185.93	4/30	33030	3,210.85

\* Denotes missing check numbers

DAILY BALANCE INFORMATION

Date	Balance	Date	Balance	Date	Balance
4/01	190,146.31	4/10	290,523.26	4/22	200,016.13
4/02	387,238.60	4/11	290,499.76	4/23	199,885.44
4/03	329,648.20	4/14	308,023.14	4/24	198,766.48
4/04	306,359.65	4/16	246,405.64	4/25	198,241.48
4/07	305,524.84	4/17	245,729.14	4/28	198,196.49
4/08	295,691.41	4/18	242,485.75	4/29	192,776.78
4/09	291,650.42	4/21	240,250.49	4/30	186,167.17

-----END OF STATEMENT-----



Florida Department of Transportation

RICK SCOTT  
GOVERNOR

1074 Highway 90  
Chipley, FL 32428

ANANTH PRASAD, P.E.  
SECRETARY

May 12, 2014

Bobby Knee  
Gulf County  
1000 Cecil G. Costin, Sr. Blvd., Room 302  
Port St. Joe, Fl. 32456

**Re: State Highway Lighting, Maintenance, and Compensation Work Order**  
**Contract: AQ993**  
**FPID 405499-1-78-22**  
**Vendor: VF596000627027**  
**Fiscal Year 14/15**

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 1:59

Dear «Greeting»:

This work order authorizes you to begin performing maintenance on those lights located on the Florida Department of Transportation (FDOT) highway system from July 1, 2014 thru June 30, 2015. Pending legislative approval, the amount of compensation for your maintenance of **14** lights on the FDOT highway system for fiscal year 2014-2015 is: **\$3,166.63**. This total Lump Sum Amount is calculated by taking all of the actual number of qualifying lights times 90% times the FY 14/15 Unit Rate of \$251.32 per light. (14 x 0.90 x \$251.32 = \$3,166.63).

As stated in Page 2 of the executed Highway Lighting, Maintenance, and Compensation Agreement between you, the Maintaining Agency, and the Florida Department of Transportation (FDOT), each year prior to the fiscal year beginning the FDOT shall issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. Invoices for this amount may be submitted between May 1, 2015 and June 15, 2015. The amount authorized is based upon the light count jointly reported, verified and agreed upon by the Maintaining Agency and the Department.

Please sign in the space provided below, and mail, fax or e-mail this work order back to the FDOT **before June 28, 2014**. Failure to return a signed copy before this date will forfeit your reimbursement. Fax or e-mail to the attention of Kim Hatcher at (850) 330-1421 or [kim.hatcher@dot.state.fl.us](mailto:kim.hatcher@dot.state.fl.us).

\_\_\_\_\_  
Signature of Representative for Local Maintaining Agency

If you have any questions, do not hesitate to call me at 850-330-1479.

Sincerely,

Jonathan Harris  
District Utility Administrator

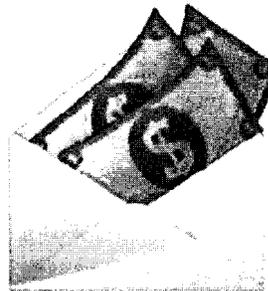
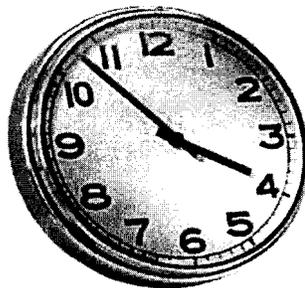
GULF COUNTY  
2014 MAY 19 PM 1:37  
BOARD OF COUNTY  
COMMISSIONERS

## VENDORS

- Direct Deposit sign-up information for Vendors
  - Direct Deposit is a method of receiving payments.
  - There can be only one financial institution's account information on file for one federal tax identification number (SSN or FEIN).
  - Payments cannot be sent to two or more financial institutions.
- 
- Direct Deposit E-mail address: [directdeposit@myfloridacfo.com](mailto:directdeposit@myfloridacfo.com).
  - **Direct Deposit phone number (850) 413-5517.**
  - Checking payments on the web: <https://flair.dbf.state.fl.us>.
  - Check the status of pending payment: Call the Vendor Ombudsmen Section (850) 413-5516.
  - Department of Transportation-District Three Payments-Please provide your e-mail address to: [myra.hicks@dot.state.fl.us](mailto:myra.hicks@dot.state.fl.us) and we will send a copy of the EFT.

**Save time and money**

**Sign up today**



BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
PLANNING DEPARTMENT  
DAVID RICHARDSON, PLANNER

173

1000 CECIL G. COSTIN, SR. BLVD., • ROOM 311 PORT ST. JOE, FLORIDA 32456 • PHONE (850) 227-9562 • FAX (850) 227-9563

# Memorandum

**To:** Board of County Commissioners  
**From:** Planning Department  
**Date:** May 19, 2014  
**CC:** File, Don Butler, Jeremy Novak  
**Re:** May 19, 2014 PDRB Recommendations

1. Minor Subdivision Final Plat - Pentel Family Partnership LDT - Parcel ID #04243-000R - Section 16, Township 7 South, Range 11 West next to Watermark Way in St. Joseph Shores - a three (3) unit subdivision.

**The PDRB recommends to the BOCC by a 4/0 vote, final plat approval for Cape View On The Bay, a three lot minor subdivision by the Pentel Family Partnership, LDT. located at the north end of St. Joseph Shores.**

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2014 MAY 21 AM 12:51

AGENDA  
DATE: 5/27/14 LL  
173

CARMEN L. McLEMORE  
District 1

WARD MCDANIEL  
District 2

JOANNA BRYAN  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

## PUBLIC NOTICE

**A Public Hearing will be held at the Planning and Development Review Board (PDRB) on May 19, 2014 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, May 27, 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. Minor Subdivision Final Plat - Pentel Family Partnership LDT - Parcel ID #04243-000R - Section 16, Township 7 South, Range 11 West next to Watermark Way in St. Joseph Shores - a three (3) unit subdivision.
2. County Development Regulations and Policies
3. 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.

Ad #2014-51

Date: May 8, 2014 and May 15, 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**

Minor Subdivision - Pentel

