

August 21, 2012

**Budget Workshop
5:00 p.m.**

**Regular Public Meeting
6:00 p.m.**

**Commission Chamber
City Hall
Port St. Joe, Florida**



City of Port St. Joe

Mel Magidson, Mayor-Commissioner
Bill Kennedy, Commissioner, Group I
Bo Patterson, Commissioner, Group II
Phil McCroan, Commissioner, Group III
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose 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. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

**Regular Public Meeting
6:00 p.m.
City Hall
Commission Chamber
Tuesday August 21, 2012**

Call to Order

Consent Agenda

Minutes

- **August 7, 2012 Workshop Meeting** **Page 1**
- **August 7, 2012 Regular Meeting** **Pages 2-7**

City Attorney

- **Ordinance 484, City Code Update** **Pages 8-9**
 - **2nd Reading & Consideration of Adoption**
- **Ordinance 485, Irrigation Water Rates** **Page 10**
 - **1st Reading**
- **Resolution 2012-02 , Authority to Acquire Property, Light House** **Pages 11-12**

City Manager Report

Old Business:

- **CDBG Grant Application- Update, Bruce Ballister**
- **Centennial Building Acoustics- Update, Eric Davidson**
- **RESTORE Act Committee- Update**
- **Sign Ordinance- Discussion**
- **Centennial Celebration**
- **Golf Cart Crossing- Discussion**
- **Joint City/County Meeting- Proposed Meeting Dates 9/10 or 9/17**

New Business:

- **Vance CPA- Engagement Letter** **Pages 13-19**
- **RFP 2012-06 Chipola Pump Motor (Handout)**
- **FEMA Contract** **Pages 20-48**
- **ADA Upgrades- Change Order** **Pages 49-50**

Public Works

- **Mower Quotes** **Pages 51-52**

Surface Water Plant

- **Update**

Waste Water Plant

- Update

City Engineer

- Headworks and Sprayfield Project- Update
- Water Distribution System Upgrades Phase I & II- Update

Code Enforcement

- Update

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Police Department

- Roof Bid Proposals

Page 54

PSJRA

- Update

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE BUDGET WORKSHOP FOR THE PROPOSED 2012 / 2013
BUDGET MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE
CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION CHAMBER AT
CITY HALL, August 7, 2012, AT 5:00 P.M.**

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Kennedy. City Manager Jim Anderson, Attorney Tom Gibson, City Clerk Charlotte Pierce, Financial Analyst Mike Lacour, Insurance Agent Dwight Van Lierop.

The purpose of the Workshop was to review the cost of Health, Property and Casualty Insurance for the proposed 2012 / 2013 Budget and receive input from the Commissioners on structuring the Budget.

Mr. Van Lierop provided documentation to the Commissioners reflecting the negotiated rates for the coming Fiscal year with Blue Cross Blue Shield of Florida for health insurance.

RATE INFORMATION

Predictable Cost Plan 05772 RX: \$10 / \$30 / \$50

Employee Only	Employee / Spouse	Employee / Child(ren)	Employee / Family
\$589.00	\$1,401.81	\$1,083.75	\$1,837.67

The above rates reflect the following increases:

Employee Only	% Increase	Employee / Spouse	% Increase
From \$575.37 to \$589.00	2.36	From \$1,277.31 to \$1,401.81	9.74
Employee Child(ren)	% Increase	Employee / Family	% Increase
From \$1,047.17 to \$1,083.75	3.49%	From \$1,766.37 to \$1,837.67	4

Property and Casualty renewal rates have not been received from Florida League of Cities as of today.

Mayor Magidson adjourned the Workshop at 5:23 P.M.

Approved this _____ day of _____ 2012.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE
COMMISSION CHAMBER AT CITY HALL, August 7, 2012, AT 6:00 P.M.**

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Kennedy. City Manager Jim Anderson, City Attorney Tom Gibson, and City Clerk Charlotte Pierce were also present.

CONSENT AGENDA

Minutes

A motion was made by Commissioner Buzzett, second by Commissioner Patterson, to approve the Minutes of the Regular Meeting of July 17, 2012; Workshop Meetings of July 17, 2012, July 24, 2012, and July 31, 2012; and the Special Meeting of July 24, 2012. All in Favor; Motion carried 5-0.

CITY ATTORNEY - Tom Gibson

Ordinance 481, Nuisances

A motion was made by Commissioner Kennedy, second by Commissioner Buzzett, to have the Second Reading of Ordinance 481 by Title only. All in Favor; Motion carried 5-0.

It was noted that a letter from the ACLU concerning Proposed Ordinances 482 and 483 has been received. Mayor Magidson stressed that it has never been the intent of the City to adversely affect anyone in the City in need of help. A change / point of clarification was requested concerning the Domestic Violence section of the Ordinance. Mayor Magidson emphasized that any Domestic Violence issue would be promptly addressed and this was not an attempt to stop those in need of help from calling. Exempting Domestic Violence Calls would remedy the concerns. Mr. Gibson will make the change to Ordinance 481.

A motion was made by Commissioner Buzzett, second by Commissioner Kennedy, to adopt Ordinance 481. All in Favor; Motion carried 5-0.

Ordinance 482, Park Regulations

A motion was made by Commissioner Kennedy, second by Commissioner Patterson, to have the Second Reading of Ordinance 482 by Title only. All in Favor; Motion carried 5-0.

A motion was made by Commissioner Buzzett, second by Commissioner Kennedy, to adopt Ordinance 482. All in Favor; Motion carried 5-0.

Ordinance 483, Homeless Shelters

A motion was made by Commissioner Buzzett, second by Commissioner Kennedy, to have the Second Reading of Ordinance 483 by Title only. All in Favor; Motion carried 5-0.

A motion was made by Commissioner Kennedy, second by Commissioner Patterson, to adopt Ordinance 483. All in Favor; Motion carried 5-0.

Ordinance 484, City Code Update

A motion was made by Commissioner McCroan, second by Commissioner Buzzett, to have the First Reading of Ordinance 484 by Title only and to advertise. All in Favor; Motion carried 5-0.

Gulf Pines Hospital

Attorney Gibson has received notification that the holder of the Tax Lien is ready to request a Tax Deed and this action will force the City's hand in this matter. Mr. Gibson will keep the Commissioners apprised of the actions.

Business Tax Ordinance

Attorney Gibson has been talking with attorneys from the Florida League of Cities (FLC) and does not recommend any action by the Commission at this time as the Ordinances are still being reviewed.

CITY MANAGER'S REPORT

Old Business

Centennial Building Upgrades - Eric Davidson

Mr. Davidson shared that he has made the TDC aware of his proposal and they are in support of the efforts. He is attempting to garner a grassroots, broad support group to raise funds for the project.

Lighthouse Facilities – Mayor Magidson

Mayor Magidson referred to Florida Statute 380.285 and is in hopes that financial support will be available from this statute. Efforts are ongoing in the community to support the moving of the structures.

RESTORE Act Committee

Commissioner Kennedy reported that the initial meeting of the committee went well and that there is a potential for Gulf County to receive between \$25,000,000 to \$35,000,000 or funding could be reduce to almost nothing. Projects that are acceptable to the funding mandates need to be established. Commissioner Kennedy will be preparing a bullet sheet to review at the next meeting. Funds will basically need to meet criteria in Environmental, Infrastructure and Restoration of damage done by BP.

Mayor Magidson requested authorization to establish a Lighthouse Committee to work on the project. The following individuals will be asked to serve: Gail Alsobrook of the PSJRA; a representative from the Chamber, EDC, TDC; Charlotte Pierce will represent the City; Danny Raffield and Randy Lewis of MLD Architects.

A motion was made by Commissioner Buzzett, second by Commissioner Kennedy, to form the Committee which will also oversee funding and future budgets of the project. All in Favor; Motion carried 5-0.

Irrigation Rates

Mr. Anderson presented a proposal to begin advertising for an Ordinance allowing a reduction in irrigation rates. This change would make the irrigation rates equal to residential rates and would, hopefully, increase usage by irrigation customers. Two Public Hearings are required and would be held on August 21, 2012, and September 18, 2012.

A motion was made by Commissioner Kennedy, second by Commissioner Patterson, to advertise the Public Notice. All in Favor; Motion carried 5-0.

Chipola Pump Station Inspection

Gilbert Pump is working on the rehab of the pump and anticipates completion in six to eight weeks. Advertisement has begun for the motor and the bid closes on August 17, 2012.

New Business

Stormwater Issue – Nancy Mock

Ms. Mock made the Commission aware of a water / drainage problem on her property. She feels that water runoff from her neighbors is causing the issue, that there is not proper City drainage to remove the water, and a ditch would resolve the problem.

Surface Water Plant – Larry McClamma

Mr. McClamma shared that two clarifiers have been finished and the plant will be swapping to the remaining two next week.

Pump repairs are being taken care of by Bob Lyles and an update will be provided on them at the next meeting.

Waste Water Plant – Lynn Todd

DEP has completed their inspection of the new facility today. Paper work, permits, reports, operational logs and records were reviewed and found to be in good order. DEP felt that the new facilities look great and it is time for the old facilities to go.

Demolition of the old Primary Lift Station, located near the Overpass, has begun. The old gravity sewer line has been abandoned, filled in and no more flow will be coming from that location. All electricity and water has been turned off.

Demolition of the old Ground Water Plant is being planned. Ms. Todd requested that the entire site be declared surplus tonight.

Mr. Anderson explained that the surplus items would have to be disposed of in one of the following manners: If there is value to the items, the City will have to receive sealed bids or go to a formal auction. If there is no value, it may be declared scrap and sold for scrap.

A motion was made by Commissioner Kennedy, second by Commissioner McCroan, to approve the demolition of the old Grand Water Plant. All in Favor; Motion carried 5-0.

There will be a walk through tomorrow of the new Headworks and Sprayfield for engineers, City employees and interested parties.

A motion was made by Commissioner Patterson, second by Commissioner Kennedy, to declare items at the old Ground Water Plant as scrap. All in Favor; Motion carried 5-0.

City Engineer – Clay Smallwood

Headworks and Sprayfield Project

These items were addressed by Ms. Todd.

Water Distribution System Upgrades Phase I

Water service hookups are continuing South on Tenth Street and along Garrison. We are waiting on Bacti results for the area South of Bellamy Circle, between Bellamy and Twentieth Street on Garrison, and anticipate having them Thursday. Work continues on the other circles. Mr. Smallwood has met with Mr. Anderson and Mr. Grantland to discuss how to remove the old pipes.

Water outages will be coming shortly for Sixth, Seventh, Eighth, Ninth Street and Woodward Avenue as water improvements begin. Residents will be notified by door hangers and CodeRed. Commissioners Kennedy, Buzzett and Patterson expressed their concerns about unfinished repairs in several areas where the contractor has been working. Mr. Smallwood will follow up on this issue.

Code Enforcement

The Commissioner reviewed the report provided by Mr. Burkett.

Commissioner Kennedy and Public Works Director John Grantland will make a sight visit to determine what can be done to resolve the issue.

CJA Lease Proposal Amendment

Mr. Anderson of CJA has proposed an Amendment to the existing agreement. This cost would be divided by the merchants using the cardboard bin. The previous cost to the City was \$150 and the proposed cost will be \$76.68 per merchant (Provisions, Pepper's and Sister's) and will include use of the cardboard bin and rental of the property where it is located.

A motion was made by Commissioner Buzzett, second by Commissioner Kennedy, to approve the Amendment. All in Favor; Motion carried 5-0.

100 Year Celebration Discussion

Mayor Magidson requested permission to appoint a Committee to be composed of Dana Boyer, representatives from the Chamber of Commerce, St. Joseph Historical Society, Inc., the City of Port St. Joe and other citizens. The City was formed on July 1, 1913, and the celebration would be held in conjunction with the Fourth of July. Mayor Magidson asked for appointments by the Commissioners and other individuals that would like to serve. The TDC will be approached for additional funding for the combined festivities.

A motion was made by Commissioner Kennedy, second by Commissioner McCroan, to approve establishing a committee. All in Favor; Motion carried 5-0.

Waste Pro annual CPI Increase request

Mr. Anderson advised the Commission that Waste Pro has submitted a formal request for their annual CPI increase effective January 1, 2013, in the amount of .02487. No action was taken.

Centennial Building Fee Waiver Request

Brenda Garth, President and Co-Founder of Semper Fi Sisters has requested a waiver for the use of the Centennial Building Fees for October 17 – 21, 2012. Semper Fi Sisters draws participation from across America of Gold Star Mothers who have lost their sons / daughters in war, Silver Star Mother and Wives who have Wounded Warriors and Blue Star Mothers, Wives, Grandmother, Aunts, Sisters, Mothers-in-Law, God Mothers who are female family members of our U. S. Military serving or a Veteran. The group prepares, packs and ships donated items to deployed service members. Their "Boxes of Love from the Home Front" has grown from 36 boxes to over 700 last year and anticipate preparing over 1,000 this year.

A motion was made by Commissioner Buzzett, second by Commissioner McCroan, to waive the fee. All in Favor; Motion carried 5-0.

Public Works – John Grantland

Hunter Circle has been connected to the new water line.

There are issues with the First Street and Clifford Sims Lift Station Pumps. Data is being gathered to determine what needs to be done. Mr. Grantland feels that these issues are caused by the massive amounts of rain that the City has seen in the last few days.

Gulf County will be funding the striping on Avenue A. This leaves \$4,085.25 of Road Bond money for City use. First Street, Garrison, Long and Madison Avenues appear to be in the greatest need of striping.

Commissioner Kennedy shared that Road Bond money can also be used for road side drainage.

A motion was made by Commissioner Kennedy, second by Commissioner Patterson, to use the remaining Road Bond Funds for striping and road side drainage, if necessary, near Ms. Mock's home. All in Favor; Motion carried 5-0.

Police Department – Chief Barnes

The Scallop Festival went well, traffic was pretty smooth and there was a very large crowd. The Port St. Joe Police Officers have received their Black Bear certification to deal with the local Black Bear population.

PSJRA – Gail Alsobrook

Twelve Bike racks have been ordered and there will be sixteen locations to choose from for the racks to be placed. Ms. Alsobrook would like for the Commission to narrow their selection to the locations where they want the racks placed.

The PSJRA is delighted to be involved in the Cape San Blas Lighthouse project and will be offering financial assistance to the project.

Dedication of the Billy Joe Rish Parking Lot will be in either September or October.

City Clerk – Charlotte Pierce

Mrs. Pierce mentioned that Tim Croft has been very supportive of the Cape San Blas Lighthouse Project. One of his recent articles has received an inquiry from British Columbia and they requested permission to run the story in their area. She also shared the St. Joseph Historical Society, Inc., has the new Christmas ornaments of the Cape San Blas Lighthouse. A portion of the proceeds will be used to relocate the facility.

Citizens to be Heard

Matt Scoggins updated the Commission on the Hope Center. The facility has been well received by the community and they are helping people daily.

Christy McElroy shared that she felt the political season has been very nasty and she has spoken out again it. She advised the Commission that the African American Community was represented by Commissioner Tan Smiley on the subcommittee meetings for the Ordinances. Meetings were publicized, public participation was requested, attorneys for the County and City were present as well as other individuals. A concerted effort was made to help our community without adding tax expense to the citizens.

Discussion Items by Commissioners

Commissioner Kennedy expressed his appreciation for the Community involvement with the Scallop Festival; it was a great event and thanked the City staff for their help.

Commissioner Patterson asked what could be done to improve the alley ways in St. Joe and he would like to see them better maintained.

There is an area of concern in the front driveway area of the St. Joe Auto Parts. A very uneven, large area needs repair and ownership of the particular site is in question. Mr. Anderson will add this area to the patch list.

Commissioner McCroan, nothing at this time.

Commissioner Buzzett, nothing at this time.

Mayor Magidson, nothing at this time.

The Meeting was adjourned by Mayor Magidson at 7:58 P.M.

Approved this _____ day of _____ 2012.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

ADOPTING ORDINANCE
ORDINANCE NO. 484

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF PORT ST. JOE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the People of the City of Port St. Joe, Florida:

Section 1. The Code entitled "Code of Ordinances, City of Port St. Joe, Florida" published by Municipal Code Corporation consisting of Chapters 1 through 70, and Part III, Land Development Regulations, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before January 3, 2012, and not included in the Code or recognized and continued in force by reference, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof, shall be punished by a fine not exceeding \$500 or a term of imprisonment not exceeding 60 days or both. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided shall apply to the amendment of any Code section whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City Commission may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in the form as to indicate the intention of the City Commission to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after January 3, 2012 that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective immediately.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this ____ day of _____, 2012

THE CITY OF PORT ST. JOE

By: _____
MEL C. MAGIDSON, JR.
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

The following commissioners voted yea:
The following commissioners voted nay:

ORDINANCE NO. 485

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 472, ESTABLISHING NEW VOLUME CHARGES FOR IRRIGATION PURPOSES, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA, as follows:

1. The Irrigation Only Meter rates as shown Ordinance 472 are hereby repealed and deleted..
2. Beginning with the effective date of this ordinance Irrigation Only Volume Charge rates shall be equal to Residential Volume Charge rates.
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
5. This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, this ____ day of _____, 2012.

The City of Port St. Joe

Mel Magidson, Jr.
Mayor-Commissioner

ATTEST:

James A. Anderson
City Clerk-Auditor

RESOLUTION NO. 2012-02

A RESOLUTION OF THE CITY OF PORT ST. JOE, FLORIDA AUTHORIZING THE CITY TO MAKE APPLICATION FOR THE TRANSFER OF CERTAIN PROPERTY OWNED BY THE UNITED STATES OF AMERICA TO THE CITY OF PORT ST. JOE; AUTHORIZING THE MAYOR TO PERFORM ANY ACTIVITIES REQUIRED OR NECESSARY PURSUANT TO THE APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Cape San Blas, Florida, Four Structures for off-site removal
(structures only)

Four Structures are: Cape San Blas Lighthouse, Keeper's Quarters A, Keeper's Quarter's B, Oil Storage Shed

GSA Control No.: 4-D-FL-1265AA

WHEREAS, the City of Port St. Joe, Florida needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA, AS FOLLOWS:

SECTION I. The City of Port St. Joe, Florida shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

SECTION II. The City of Port St. Joe, Florida has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that Mel C. Magidson, Jr., Mayor-Commissioner, is hereby authorized, for and on behalf of the City of Port St. Joe, Florida to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution,

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

SECTION III. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION PASSED and ADOPTED this _____ day of _____, 2012.

CITY COMMISSION OF
PORT ST. JOE, FLORIDA

By: _____
Mel C. Magidson, Jr.
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce, Clerk

I, Mel C. Magidson, Jr., hereby certify that I am the Mayor-Commissioner of the City of Port St. Joe, Florida; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the commissioners of the City of Port St. Joe, Florida present at meeting of said body on the _____ day of _____, 2012, at which a quorum was present.

Mel C. Magidson, Jr.
Mayor-Commissioner

Vance CPA, LLC

219-B Avenue E
Apalachicola, FL 32320

Engagement Letter

August 15, 2012

Honorable Members
Board of City Commissioners
Port St. Joe, Florida

We are pleased to confirm our understanding of the services we are to provide Port St. Joe, Florida for the year ended September 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Port St. Joe, Florida as of and for the year ended September 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Port St. Joe, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Port St. Joe, Florida's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules and GASB required Supplementary Pension, OPEB if required.

Supplementary information other than RSI also accompanies Port St. Joe, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other

records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulator bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit finding should be available for our review on November 1, 2011. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures- General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is a reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Port St. Joe, Florida and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees,

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures- Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133

Audit Procedures- Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Port St. Joe, Florida's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-

133 *Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of Port St. Joe, Florida's major programs. The purpose of these procedures will be to express an opinion on Port St. Joe, Florida's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Vance CPA, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Auditor General of the State of Florida or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vance CPA, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including other governmental agencies.

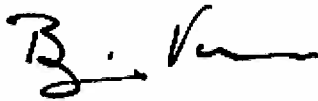
The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Auditor General of the State of Florida. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 1, 2012 and to issue our reports no later than March 31, 2012. Benjamin Vance is the coordinating engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our all inclusive fee for these services is \$30,550 of which \$3,550 of fee is for the Port St. Joe Redevelopment Agency. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Port St. Joe, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Vance CPA, LLC



Benjamin N. Vance, CPA, For the Firm

This letter correctly sets forth the understanding of Port St. Joe, Florida.

By: _____

Title: _____

Date: _____

INSTRUCTIONS TO EXECUTE FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT BY THE APPLICANT

Welcome to FloridaPA.org, the state of Florida's online system for application and management of FEMA's Public Assistance grant awarded to the state by the President of the United States.

FEMA's Public Assistance program is a federal grant to aid state and local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible costs is provided to primarily address the repair and restoration of public facilities, infrastructure, or services which have been damaged or destroyed. Eligible applicants include local and state governments, Tribal Nations as well as certain private non-profit organizations. In order to be eligible for federal funds, a potential applicant must submit a Request for Public Assistance.

1. REQUEST FOR PUBLIC ASSISTANCE

- a. If your county is eligible to receive public assistance under a presidential disaster declaration, the state and FEMA will conduct an Applicants' Briefing for potential Public Assistance applicants. The briefing occurs after an emergency or major disaster has been declared and addresses the application procedures, administrative requirements, funding, and program eligibility criteria.
- b. The state is responsible for notifying potential applicants on the date, time and location of the briefing.
- c. Request for Public Assistance ("RPA"). The RPA is an applicant's official notification to FEMA of the intent to apply for Public Assistance. Typically, the RPA form is submitted at the Applicants' Briefing. If an applicant is unable to submit the RPA at the briefing, the applicant must submit the RPA form within 30 days of the date of the designation area (county) for Public Assistance. Federal and state personnel will review each RPA to ensure applicant eligibility.

2. GRANT PROCESSING

- a. FEMA and the state share the responsibility for making Public Assistance funds available to the applicant. Funds that FEMA obligates to the state via electronic transfer, reside in the federal account until the state is ready to award grants to the appropriate applicants.
- b. Request for Assistance ("RPA"): FloridaPA.org is an electronic system to process applications for federal funds under FEMA's Public Assistance Program. To become eligible for public assistance, the applicant is required to submit a "Request for Public Assistance ("RPA")" through FloridaPA.org. An applicant can submit an RPA as either a (1) new user; or (2) existing user. The Grantee will post on FloridaPa.org those disasters open for RPA submission.

- c. Execution of the Agreement. Once an RPA is approved, the applicant and the Florida Division of Emergency Management ("Grantee") will enter into an Agreement. In order to demonstrate to the Grantee that the agent for the applicant is authorized to accept the term and conditions, the agent may be required to download a copy of their delegation of authority for review by the division.
- d. Corporation. If the applicant is a corporation, the chair of the board of directors or president or someone other than the chair or president may execute this Agreement. The corporation must attach a PDF copy of the delegation of authority for anyone other than the chair or president to execute this Agreement.
- e. City. If the applicant is a city, the city manager will be required to execute this Agreement unless the city manager has delegated the authority to an alternate person. If the Agreement is signed by someone other than the city manager, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the city.
- f. County. If the applicant is a county, the chair of the board of county commissioners will be required to execute this Agreement unless the board has delegated the authority to an alternate person (e.g. mayor). If the Agreement is signed by someone other than the chair, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the county.
- g. School Board. If the applicant is a school board, the superintendent will be required to execute this Agreement unless the superintendent has delegated the authority to an alternate person. If the Agreement is signed by someone other than the superintendent, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the school board.
- h. Fire District. If the applicant is a fire district, the fire chief will be required to execute this Agreement unless the fire chief has delegated the authority to an alternate person. If the Agreement is signed by someone other than the fire chief, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the fire district.
- i. Special Districts. If the applicant is a special district, the executive director will be required to execute this Agreement unless the executive director has delegated the authority to an alternate person. If the Agreement is signed by someone other than the executive director, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the special district.
- j. Institution of Higher Education. If the applicant is an institution of higher education, the president of the college or university will be required to execute this Agreement unless the president has delegated the authority to an alternate person. If the Agreement is signed by someone other than the president, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the institution.

- k. Charter School. If the applicant is a charter school, the chairperson of the board of director will be required to execute this Agreement unless the chairperson of the board of directors has delegated the authority to an alternate person. If the Agreement is signed by someone other than the chairperson of the board of directors, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the school.
- l. County Sheriff's Office. If the applicant is a sheriff's office, the sheriff will be required to execute this Agreement unless the sheriff has delegated the authority to an alternate person. If the Agreement is signed by someone other than the sheriff, there shall be attached to the Agreement a duly authenticated delegation of authority evidencing the signer's authority to sign the Agreement for and on behalf of the office.
- m. Copies of the Agreement. Copies of the Agreement may be obtained through FloridaPA.org by anyone authorized by the applicant/subgrantee to access the system or through the Grantee.

3. TIMELINE FOR PERFORMANCE OF WORK

- a. Completion Dates. In accordance with section 206.204 of 44 CFR, the Subgrantee shall complete any small and large project no later than 18 months from the time a major disaster or emergency is declared by the president (the Subgrantee has 6 months to complete projects related to debris removal and emergency work). Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee, the Grantee may extend the completion deadline for an additional 6 months for debris removal and emergency work and 30 months for permanent restoration work.
- b. Closeout. The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under the Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee ensures that all funds have been obligated and the work completed in accordance with the Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee (state) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled.

4. THE CONTRACT SUM AND TERMS OF PAYMENT

- a. The Agreement Sum. The Grantee shall reimburse expenses, subject to the scope of work identified in the Project Worksheet for "small" or "large" projects, which shall constitute the Agreement Sum.

- b. **Funding for Small Projects.** Small project funding is based on estimated costs, if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in scope; revisions to the Project Worksheets may result in changes in funding level and/or category. Payment methods are fully described in FEMA's Public Assistance Guide (June 2007).
- c. **Funding for Large Projects.** Large project funding is based on documented actual costs. Most large projects, however, are initially approved based on estimated costs. Funds are generally made available to the applicant on a progress payment basis as work is completed. When all work associated with the project is complete, the state performs a reconciliation of actual costs and transmits the information to FEMA for consideration for final funding adjustments.
- d. **Project Worksheet.** The Project Worksheet is the primary form used to document the location, damage description and dimensions, scope of work, and cost estimates for each project (small or large). It is the basis for the grant.
- e. Once the work is completed, the Grantee and Subgrantee will conduct a final inspection and reconcile whether or not the Subgrantee is owed additional monies or must submit repayment to the state for overpayment under the Agreement.

5. NOTICES

- a. All notices by the Subgrantee shall be given by to the Grantee's representative identified in Paragraph (26) of the Agreement.
- b. All notices by the Grantee to the Subgrantee shall be given to the Subgrantee's representative identified in FloridaPA.org.

6. GRANTEE'S WEB-BASED PROJECT MANAGEMENT SYSTEM ("FloridaPA")

The Subgrantee shall use the Grantee's web-based project management system (FloridaPA.org) to access and exchange project information with the state throughout the project's life. This includes processing advances, reimbursement request, quarterly reports, final inspection schedules, change requests, time extension and other services as identified in this Agreement. Training on this system will be supplied by the Grantee and the Subgrantee is required to have working knowledge of the system.

7. EXECUTING THIS FUNDING AGREEMENT

In what may be a change from how the Funding Agreement form has been executed in previous disasters, please take the following steps to ensure that your Funding Agreement paperwork is processed as quickly as possible:

- a. Download the Agreement and these instructions from the "Funding Agreement" section of your applicant summary page for disaster DR-4068 within www.FloridaPA.org;

- b. Fill out all user-defined fields, save the Agreement to your local computer and then print a copy of the Agreement with all attachments (print two copies if you would like to receive an executed copy with original signatures back from the Division);
- c. Please have the official with signature authority sign the Agreement on page 15, under the subsection "For the Subgrantee;"
- d. Scan a pdf copy of the Agreement (with just the one signature on it), and upload the pdf copy into www.FloridaPA.org. This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster DR-4068.
- e. Send the original(s) of the signed Agreement by mail or other ground carrier to the following address:

Funding Agreement
Attn: Leo Lachat, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100;

- f. The Division will then execute the Agreement and will upload a scanned copy of the fully executed Agreement into www.FloridaPA.org. If the applicant has sent along two copies of the Funding Agreement, each with original signatures, then the Division will return one fully executed copy with original signatures to the applicant. If only one copy with original signatures is sent by the applicant to the Division, then the Division will keep the one resulting fully executed copy of the Agreement.

Contract Number: 13-DB-73-02-33-01-609
Port St. Joe, City of
Subgrantee:
FIPS Number: 045-58675-00

**Tropical Storm Debby (FEMA-4068-DR-FL)
Federally Funded Public Assistance Agreement**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereafter referred to as the "Grantee"), and
Port St. Joe, City of

(hereafter referred to as the "Subgrantee").

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

- A. On July 3, 2012, President Barack H. Obama issued a major disaster declaration designated FEMA-4068-DR-FL for the State of Florida as a result of Tropical Storm Debby. As amended, the declaration authorized Public Assistance in Baker, Bradford, Charlotte, Citrus, Clay, Collier, Columbia, Dixie, Duval, Franklin, Gulf, Hamilton, Hernando, Jefferson, Lafayette, Lee, Levy, Liberty, Madison, Manatee, Nassau, Pasco, Pinellas, Putnam, Santa Rosa, Sarasota, Suwannee, Taylor, Union and Wakulla Counties.
- B. The FEMA-State Agreement dated July 5, 2012, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and

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

(1) DEFINITIONS.

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

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of FEMA.
- B. "FEMA-State Agreement" is the agreement dated July 5, 2012, between the FEMA and the State of Florida, for a presidential emergency declaration designated FEMA-4068-DR-FL. As amended, the agreement authorized Public Assistance in Baker, Bradford, Charlotte, Citrus, Clay, Collier, Columbia, Dixie, Duval, Franklin, Gulf, Hamilton, Hernando, Jefferson, Lafayette, Lee, Levy, Liberty, Madison, Manatee, Nassau, Pasco, Pinellas, Putnam, Santa Rosa, Sarasota, Suwannee, Taylor, Union and Wakulla Counties.

(2) APPLICABLE LAW.

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

(3) FUNDING AND INSURANCE.

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

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

(4) DUPLICATION OF BENEFITS PROHIBITION.

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

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

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

(5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS.

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

(6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS.

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

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

(7) COST SHARING.

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

(8) PAYMENT OF COSTS.

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

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

- E. Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (24) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment "E." Attachment "E" will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.
- F. As project costs are incurred, invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 20 of this Agreement.
- G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (3) or (7) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(9) FINAL PAYMENT.

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

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

(10) RECORDS MAINTENANCE.

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

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
- B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the State, access to records upon request. The five year period may be extended for the following exceptions:
 - 1. If any litigation, claim or audit is started before the five year period expires, and extend beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 - 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(11) REIMBURSEMENT OF FUNDS.

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

(12) REPAYMENT BY SUBGRANTEE.

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

(13)AUDIT.

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

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

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

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

(14)NONCOMPLIANCE.

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

(15)NONDISCRIMINATION BY CONTRACTORS.

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

(20)REPORTS.

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

(21)MONITORING.

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

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

(22)MANDATED CONDITIONS.

Subgrantee agrees to the following conditions:

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

(16)MODIFICATION.

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

(17)TIME FOR PERFORMANCE.

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

(18)CONTRACTS WITH OTHERS.

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

(19)LIABILITY.

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

- E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Grantee shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Grantee.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. If applicable, the Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any subgrantee other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
 - 3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

(23) TERM.

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

(24)EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

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

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

(25) ATTACHMENTS.

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

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

(26) NOTICE AND CONTACT.

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

Grantee:

Leo Lachat, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: leo.lachat@em.myflorida.com

(27) DESIGNATION OF AGENT.

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

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

Tropical Storm Debby
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT
(FEMA-4068-DR-FL)

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

FOR THE GRANTEE:

DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative

Date

FOR THE SUBGRANTEE:

James A. Anderson, City Manager

Name and Title

August 14, 2012

Signature

Date

Federal Employer Identification Number (FEIN): 59-0953785

Attachment "A"

Statement of Assurances

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

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

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

11. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

12. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

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

14. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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

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

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

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

19. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

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

21. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

22. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

- a.) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
- b.) The Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
- c.) The Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
- d.) The Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
- e.) Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
- f.) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
- g.) The Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- h.) Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
- i.) The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

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

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

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

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

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

31. With respect to demolition activities, it will:

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

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

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

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

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

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

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

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

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

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

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

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

45

Attachment "C"
Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

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

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____

Signature

Date

Subgrantee's Name

Grantee Agreement Number

**DESIGNATION OF SUBGRANTEE'S AGENT
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
Florida Division of Emergency Management**

Sub-Grantee

Primary Agent	Secondary Agent
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City ,Grantee, Zip	City ,Grantee, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
E-mail Address	E-mail Address

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.

Chief Financial Officer	Sub-Grantee's Authority/Board/Commission
Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City ,Grantee, Zip	City ,Grantee, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
E-mail Address	E-mail Address

Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes::
Florida Department of Community Affairs

Sub-Grantee's Fiscal Year (FY) Start

Month:**Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN)

-

Sub-Grantee's FIPS Number (If Known)

-

-

Sub-Grantee Authority/Board/Commission Signature

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

☐ **ADVANCE REQUESTED**

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)



Change Order

Order#: 4

Order Date: 08/14/2012

To: City of Port St Joe
P.O. Box 278
Port St. Joe FL 32457

Project: 362
0912 - City of Port St. Joe
P.O. Box 278
Port St. Joe FL 32457

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 7 Daniel Wishum

Customer Order: 0912

Specifications Attached ☐

Description of Work	Amount
Motion Sensors at City Hall Bathroom Replace (2) two single pole toggle switches with motion sensor switches in (2) bathrooms at City Hall.	231.00
Motion Sensor at Fire Station Bathroom Replace (1) single pole toggle switch with motion sensor switch at Fire Station Bathroom	115.50
Photocell System at Hallway Install photo cell in place of Hallway switch at City Hall	462.00
Double Cylinder Deadbolts - (2ea) Commercial rated deadbolts	136.29
Labor to prep doors and frames Door to be prepped in shop and frames to be prepped on site. Frames are currently installed.	271.43

Notes

Architect requests install of the (2) motion sensors on the lights and exhaust fans at the City Hall Bathrooms, and (1) sensor at the Fire Station. Motion sensor to automatically turn on and off lights and exhaust fans.

Architect requests a photocell system installed for the Hallway lights at the City Hall Bathrooms.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

1,216.22

The original Contract Sum was	96,274.00
Net change by previous Change Orders	2,243.37
The Contract Sum prior to this Change Order	98,517.37
The Contract Sum will be changed by this Change Order	1,216.22
The new Contract Sum including this Change Order will be	99,733.59
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Change Order

Order: 4

Continued...

Date: 08-15-2012

Description of Work

Amount

Architect request that the doors at the City Hall Bathrooms have deadbolt locksets added to the doors. Door have already been ordered and frames have already been installed. Additional work will be necessary to prep doors and frames for deadbolt install.

ST. JOE RENT-ALL, NURSERY & SUPPLY, INC.

Date: 04/03/12
 Quotation #: 4312-2
 Customer Name: CITY OF PSJ
 Contact: TOMMY VICKERS
 Phone: 209-82471

Address:
 706 East First St
 Port St Joe, FL 32456
 Phone:
 850-227-2112
 Fax:
 850-227-7449

QUOTATION

Quantity	Item #	Description	Unit Price	Discount %	Total
1	DE 55	SINGLE BUMPER	\$419.95	21%	\$331.76
1	DE 85	SINGLE BUMPER	\$249.95	21%	\$197.46
2	SC103	SINGLE WHEEL SKID	\$225.00 / 225.00		\$450.00 \$450.00
2	SW36A- 481FS	36" SCAG WALK MOWER / 16 HP KAWASAKI	\$301.85		\$603.70
					Subtotal
					Tax
					Shipping
					Miscellaneous
					Balance Due

Quotation valid for 30 days.

Quotation prepared by: BEYAN EARLEY

This is a quotation on the goods named, subject to the conditions noted below:

Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

6,487.20



Lanes Outdoor Equipment,

901 Hwy 277
Chipley, Fl 32428
850-638-4364

Quote

Quote #: 11570
Account #: 0007946
Page: 1 of 1
Date: 7/20/2012
Time: 2:50:28 PM
Cashier: 1
Register #: 2

Bill To: CHARLOTTE PIERCE CITY OF PORT ST JOE
CITY OF PORT ST JOE
P O BOX 278
305 CECIL G COSTIN SR BLVD
PORT ST JOE, FL 32456-1908
229-8261

Ship To: CHARLOTTE PIERCE CITY OF PORT ST JOE
CITY OF PORT ST JOE
P O BOX 278
305 CECIL G COSTIN SR BLVD
PORT ST JOE, FL 32456-1908
229-8261

Reference: STATE CONTRACT PRICING
Comment: STATE CONTRACT PRICING

Rep	Item Lookup Code	Description	Quantity	Price	Extended
	SCA-SW36A-481FS	36" BELT DRIVE S/N:	1	\$3,018.60	\$3,018.60
	SCA-SW36A-481FS	36" BELT DRIVE S/N:	1	\$3,018.60	\$3,018.60
	MS-2006	ONE WHEEL SULKY	1	\$230.00	\$230.00
	MS-2006	ONE WHEEL SULKY	1	\$230.00	\$230.00
	1000	STATE CONTRACT #760-000-10-1	1	\$0.00	\$0.00

Our store hours are Monday-Friday 7:30am-5:00pm

Thank you for your business. Visit us on the web at www.lanesoutdoor.com

A \$5.00 service charge and \$4.95 Freight charges will apply.

A \$25.00 service charge on all returned checks.

Sub Total \$6,497.20
Sales Tax \$0.00
Total \$6,497.20

Change Due \$0.00

Richard Burkett
Code Enforcement Insepctor

**Code Enforcement
2012 Activity**

Activity As of 8-16-12
City Of Port St. joe

	Open	Closed	Total	Increase Since 8/1/12
Unlawful Accumulation	30	92	122	21
Substandard Structure	2	1	3	1
Abandoned Vechicle	0	6	6	
Unlawful Sewer	0	3	3	
Land regulation Violation	0	3	3	
Business Lic. Violation	0	2	2	
Special Master Hearings		2	2	
Building Demolition	0	4	4	
Waste Violation	1	78	79	2
Sign Violation	0	370	370	133

Total	33	Total	561	Total	594	Total	157
				2012 Year Cases			

CITY OF PORT ST. JOE

RFP #2012-05

Police Department Roof

August 10, 2012

BID TABULATION FOR BIDS RECEIVED

AT THE CITY OF PORT ST. JOE

BIDDER	TOTAL BASE BID
1. Centennial Roofing	39,500
2.	
3.	
4.	
5.	
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