

**May 1, 2018  
Regular Meeting  
6:00 P.M.  
2775 Garrison Avenue  
Port St. Joe, Florida**



## City of Port St. Joe

Bo Patterson, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, 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.

2775 Garrison Avenue

Tuesday May 1, 2018

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## Call to Order

## Consent Agenda

### Minutes

- Joint City/County Meeting 4/11/18
- Regular Commission Meeting 4/17/18

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Pages 2-4

### PSJRA

- Update

### City Attorney

- Florida Coastal Conservancy, Inc. Lease Agreement
- Kerrigan Lease Agreement

Pages 5-15

Pages 16-23

## Old Business

- Road Bond Money
- Jones Homestead Sewer
  - RFP 2018-04 Materials
  - RFP 2018-05 Bores
- Fire Truck
  - RFP 2018-06 Truck
  - RFP 2018-07 Equipment
- Centennial Bldg. Train Painting
  - RFP 2018-08 (Handout)

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## New Business

- Statewide Mutual Aid Agreement
- Street Lights- LED Upgrade Scheduled to begin 5/24/18
- Provisions/Peppers- Special Event with Alcohol Permit

Pages 28-42

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### Public Works

- Update

### Surface Water Plant

- Update

### Waste Water Plant

- Power Upgrades
  - RFP 2018-02 (Handout)

### Finance Director

- Update

**City Engineer**

- **Projects Update**
  - **Frank Pate Park Boat Ramp Improvements**
  - **CDBG Waterline Replacement**

**Code Enforcement**

- **Update**

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**Police Department**

- **Update**

**City Clerk**

- **Election Update**
- **Centennial Bldg. Grant**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE WORKSHOP FOR THE JOINT CITY / COUNTY  
COMMISSION MEETING OF THE BOARD OF CITY COMMISSIONERS FOR  
THE CITY OF PORT ST. JOE FLORIDA AND THE GULF COUNTY BOARD OF  
COUNTY COMMISSIONERS HELD IN THE GULF COUNTY ADMINISTRATION  
BUILDING ON April 11, 2018, at 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, Lowry, and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, Public Works Director, John Grantland, and Financial Analyst Mike Lacour. Representing the Gulf County Board of County Commissioners were Chairman Sandy Quinn, Commissioners Phil McCroan, Ward McDaniel, and Jimmy Rogers. County Administrator Michael Hammond, Attorney Jeremy Novak, and staff members Sherry Herring, Leanna Roberts, Rhonda Woodward, Kari Summers, Lynn Lanier, Billy Traylor, Adrienne Woodward, Mark Cothran, Lee Collingsworth, Warren Yeager, and Dewberry Preble Rish Engineer Clay Smallwood were also present.

The meeting was called to order by Commission Chairman Sandy Quinn at 6:00 P.M. He expressed his appreciation for the joint meeting of the Boards and welcomed those present to the meeting.

A printed Agenda for the Meeting was distributed. Items for discussion were: 1) Update on Sewer Projects Gulf Aire / Seashores and Jones Homestead as well as 2) Restore Update all addressed by Warren Yeager. 3) Road Bond Closeout and 4) DRA 30 Years Ending in 2019 discussed by Michael Hammond. 5) 10<sup>th</sup> Street Park was covered by Chairman Quinn.

Warren Yeager advised that Restore Funds Pot 1 has approximately \$500,000 for the Beacon Hill Sewer while Pot 3 has around \$2,300,000 for Septic to Sewer Projects for the City.

City Manager Jim Anderson shared that the City, through FL DEP has \$250,000 for the Jones Homestead Sewer Project, materials have been ordered, and work will begin shortly.

Mr. Anderson asked if the City's \$1.1 Million portion of the Road Bond Money could be placed in a non-interest bearing account to meet the County Bond Requirement for the Long Avenue Project and Mr. Hammond responded no.

Mr. Hammond stated that all that was needed for the Gulf Aire / Seashores Sewer System Purchase was a contract to receive the \$250,000 for that project.

Mr. Hammond stated that the County would be opposed to extending the DRA.

The following individuals spoke on the 10<sup>th</sup> Street Park topic: Christy McElroy, Carolyn Williams, A. W. Rogers, Beverly Maddox, Jill Bebee, Tommy Lander, Robert Branch, Clare Morris, and Robert Farmer.

After thanking everyone for their attendance, Chairman Quinn adjourned the meeting at 7:30 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

# **MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, April 17, 2018, AT 6:00 P.M.**

The following were present: Commissioners Ashbrook, Buzzett, Langston, and Lowry. City Manager Jim Anderson and City Clerk Charlotte Pierce were also present. Mayor Patterson was absent.

Mayor Pro tem Ashbrook chaired the meeting.

## **CONSENT AGENDA**

### **Minutes**

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Minutes of the Regular Commission Meeting on April 3, 2018, and the Special Meeting of April 10, 2018. All in favor; Motion carried 4-0.

**PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA)** There were no updates from the PSJRA.

### **PDRB RECOMMENDATION**

*Accessory Buildings* – A recommendation was received from the Planning, Development, and Review Board to allow a maximum peak height of 18'. This was Tabled for a Workshop.

### **CITY MANAGER'S REPORT – Jim Anderson**

#### **Old Business**

*MLK Landscaping – Commissioner Langston:* Gulf Coast Property Service, LLC, provided Commissioner Langston with a Proposal of \$4,137 for Landscaping on MLK Blvd. Gulf County Commissioner Quinn will help with benches, and garbage cans. A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, for Staff to massage the budget to come up with the funds for this project. All in favor; Motion carried 4-0.

Letha Mathews asked where the improvements would be made and Commissioner Langston stated that he, John Grantland, and Patrick Ferrell had looked at the area to determine where the landscaping could be done to prevent right-of-way issues and be in compliance with road requirements.

*Road Bond Money* – Mr. Anderson shared that, per the County, services must be under contract by the end of June. After discussion, a Motion was made by Commissioner Lowry, second by Commissioner Buzzett, to advertise for bids on the following items: Water line materials and Bores for Long Avenue; Water lines for downtown; First Street Lift Station; to get quotes from C. W. Roberts who is currently under contract with the County for paving with Road Bond Money for Reid Avenue, Baltzell Avenue, Third Street, and Long Avenue from Eighteenth Street to Madison. All in favor; Motion carried 4-0.

*Jones Homestead Sewer* – A portion of the funds from the \$250,000 grant have been used to purchase grinder stations. The Materials and Bores have been bid out. Mr. Lacour noted that 28 residents have signed up for the new service.

*Kerrigan Lease Agreement* – This item was Tabled until a new City attorney is hired.

#### **New Business**

*ESAD Sewer System Purchase Workshop – Commissioner Ashbrook:* After discussion, this was Tabled and Staff was directed to see if the system is for sale, if so for what price, and then a Workshop will be set up.

*City Attorney Search* – Commissioner Lowry stated that he was on the short end of the 4-1 vote last time for the City attorney and that he would like to hire J. Adam Albritton who was his choice in the previous vote. He noted that Mr. Albritton was present at the meeting tonight. A Motion was made by Commissioner Lowry, second by Commissioner Buzzett, to hire Mr. Albritton at the terms negotiated with the previous attorney until October 1, 2018, and 60 days prior to that date, a long term agreement with new terms would be presented to the Board for approval. All in favor; Motion carried 4-0.

**Public Works – John Grantland** did not have anything to share.

**Surface Water Plant – Larry McClamma** did not have anything to update the Commission on.

**Wastewater Plant – Kevin Pettis** noted there is 6' 3" of free board in the pond, Algae is starting to show a little, the plant will not be pumping until needed, and he has not received anything new on the permit.

**Finance Director – Mike Lacour** asked that Jones Homestead residents that are interested in signing up for the Sewer opportunities, please call City Hall. He also asked for Budget ideas for the upcoming year from the Commission.

### **City Engineer – Clay Smallwood, III**

**Project Updates –**

*Frank Pate Park Boat Ramp Improvements* – Mr. Smallwood has a meeting this week with the contractor and will be getting this work wrapped up.

*Long Avenue* – This was discussed earlier in the meeting under Old Business / Road Bond Money.

**Code Enforcement** no action was required.

**Police Department – Matt Herring** did not have any updates for the Commission.

**City Clerk - Charlotte Pierce** requested a volunteer from the Commission to serve on the Canvassing Board for the upcoming election. Commissioner Ashbrook was drafted to serve on the Canvassing Board.

### **Citizens to be Heard –**

*Letha Mathews* asked that bleachers be added to the Peter's Park Baseball Field. Staff was asked to inventory bleachers that are not being used and if none are available, to purchase several bleachers.

*Dawn and John Louasbury*, owners of 260 Marina Drive offered their apologies for allowing the situation at that location to go on for so long. Mr. McCahill has been a stellar tenant and the issues were with Mr. Jones. They felt that their lack of handling the situation earlier lead to the unfortunate incident the weekend of April 7, 2018.

*Clare Morris* thanked the Commission for listening at the Joint City / County Workshop on April 11, 2018, and asked how things would be handled going forward.

Commissioner Buzzett responded that he and Mr. Smallwood had met earlier and he would like to see the area from Eighth to Tenth Streets wiped clean, 3 new fields, restrooms, a concession stand, and Pickle Ball Courts constructed. He noted that parking on Eighth Street should be kept, Eighth and Tenth Streets should remain open, and Tenth to Sixteenth Streets should be left as is.

Ms. Morris again shared her concerns about the noise and liability issues with Pickle Ball Courts and asked that upcoming drawings be available on line so everyone can see what is being planned. She noted there are numerous volunteers that are willing to work with the committee on the project.

### **Discussion Items by Commissioners**

*Commissioner Langston* noted that he is excited about what is going on with MLK Boulevard, and has concerns about the shape of Williams Avenue with businesses located there.

*Commissioner Lowry* did not have anything to share.

*Commissioner Buzzett* stated that his concern, Tenth Street Ballfields, had been discussed earlier.

*Commissioner Ashbrook* asked if the new speed limit on Monument Avenue could show certain times of enforcement rather than everyone have to creep along when there is no activity at the Methodist Church. He thanked Commissioner Langston for mentioning Williams Avenue and noted his disappointment in the County not wanting to extend the CRA.

A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to adjourn the meeting at 6:58 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
David A. Ashbrook, Mayor Pro tem

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

## **LEASE AGREEMENT**

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "PSJ" and the FLORIDA COASTAL CONSERVANCY, INC., a Florida Not for Profit Corporation, hereinafter referred to as "FLCC" and D/B/A THE FORGOTTEN COAST SEA TURTLE CENTER.

### **RECITALS**

WHEREAS, PSJ is the owner of a certain real property and improvements located in Port St. Joe, Gulf County, Florida; and

WHEREAS, PSJ intends to lease said property and improvements to FLCC, and FLCC intends to lease said property and improvements, subject to the terms of this lease; and

WHEREFORE, for consideration, the value and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE 1 PREMISES**

1.1 Physical Location: PSJ hereby leases to the FLCC, and FLCC hereby takes and hires from PSJ, that certain real property located in Port St. Joe, Gulf County, Florida more particularly described as The Lighthouse Keeper's Quarters known as "Eglin House" located in George Core Park. The premises includes this building with all the improvements and fixtures erected or installed thereon, subject to the terms and conditions contained in this Lease.

### **ARTICLE 2 PURPOSE OF THE LEASE**

FLCC shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or extension thereof, FLCC shall use and occupy the premises for the specific purpose of operating The Forgotten Coast Sea Turtle Center and all reasonable purposes incidental thereto. FLCC shall comply with the "Program of Utilization" as set forth in the City's application for being granted the property in question submitted to the United States Department of Interior and the National Park Service, which was formally made a part of the City's deed for the subject property and which is hereby incorporated into and made a part of this agreement and is attached hereto. FLCC shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the prior written consent of PSJ.



ARTICLE 3  
TERM

- 3.1 Term: The term of this lease shall be 2 (two) years beginning \_\_\_\_\_, 2018 through \_\_\_\_\_, 2020.
- 3.2 Lease Term Extension: If at any time during the initial two year lease term the FLCC obtains a new roof for the premises one year will be added to the original two year lease term making this a three year lease.
- 3.3 Possession Date: FLCC shall take possession of the leased premises on \_\_\_\_\_, 2018 upon the execution of this Lease Agreement and any certificates of insurance required under the Lease.

ARTICLE 4  
RENT

The monthly rent for the leased premises is \$0.

ARTICLE 5  
UTILITIES, TAXES AND OTHER CHARGES

- 5.1 Utilities: FLCC will have all utilities, with the exception of water and sewer, furnished to the premises put in FLCC's name and will be responsible for paying for said utilities for the term of the Lease, or any renewal or extension thereof, including, without limitation, electricity, gas, television and telephone services including internet.
- 5.2 Taxes:
- Personal Property Tax: FLCC shall be solely responsible for the filing of all personal property tax returns, if necessary, for the premises for the duration of the Lease and any renewal or extension thereof and will be solely responsible for the payment of said personal property taxes when due.
- Sales & Use Tax: FLCC shall be responsible for the collection and subsequent payment of all sales tax associated with its business sales and in no way shall PSJ be responsible for any such sales tax.

ARTICLE 6  
Conditions, Care and Repairs

- 6.1 Conditions: FLCC hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the permitted use thereof under this Lease and excepting any damage for which PSJ is obligated to repair.

FLCC accepts the premises without warranty, either express or implied, as to the conditions or repair thereof. FLCC represents and acknowledges that it has inspected the premises and is fully aware of the condition thereof.

6.2 Care of Premises: PSJ, at its expense, shall be responsible for the maintenance required to maintain the Electrical Panel Service, HVAC System, Septic/Sewer System, Hot Water System, Water Service and Roof.

6.3 Repairs: PSJ shall be responsible for structural, roof, HVAC, electrical or major plumbing repairs unless any repair that may be needed as a result of or caused by the intentional act or negligence of FLCC or any person in its employ or control.

6.4 Alterations: FLCC shall as part of the consideration for PSJ entering into this Agreement make certain improvements to the interior of the premises to which PSJ hereby consents, which are:

- a. Cleaning interior of the building;
- b. Making all floors in the building safe and presentable;
- c. Removing the cast iron sprinkler system and repairing any holes resulting therefrom;
- d. Painting where needed;
- e. Making restrooms usable and presentable;
- f. Replacing any current broken window panes;
- g. Replacing smoke detectors;

FLCC shall not make any further alterations or improvements to the interior or exterior of the building located on the leased premises without the express written approval of PSJ. Any improvements or alterations made to the building, with PSJ's consent, must be constructed and performed in a good and workmanlike manner at FLCC's expense. Any improvements made to the premises which are attached to the premises so that they cannot be removed without injury to the premises, shall become the property of PSJ upon the expiration of the Lease term.

#### ARTICLE 7 Surrender of Premises

FLCC shall peaceably and quietly surrender the premises at the end of the Lease term or any extension or renewal thereof, and shall deliver the premises to PSJ in the same condition as when FLCC took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms, and alterations by FLCC which are permitted hereunder. Upon Lease termination the FLCC shall be responsible at its expense to remove all signage in accordance with all Federal, State and Local laws, rules, regulations and ordinances.

Should FLCC continue to occupy the premises after expiration of the term of this Lease, or after a forfeiture is incurred, such tenancy shall (without limitation on any of PSJ's rights or remedies therefore) be at sufferance from month to month at a minimum monthly rent equal to the amount of rent paid for the last month of the Lease term, until a new Lease is negotiated or FLCC surrenders premises.

## ARTICLE 8

### Waste, Nuisance, and Unlawful or Dangerous Activity

8.1 Waste or Nuisance: FLCC shall not allow any waste or nuisance on the premises.

8.2 Unlawful Activities: FLCC shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purposes nor operate or conduct its business in a manner constituting a nuisance of any kind. FLCC shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take appropriate action to halt such activity.

8.3 Compliance with Law: FLCC shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by FLCC and the business therein conducted by the FLCC as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the FLCC, the premises, and/or the business of the FLCC.

## ARTICLE 9

### Covenants of Quiet Enjoyment

Provided that the rents and other amounts are paid in the manner and at the time prescribed, and all the covenants, conditions, and warranties herein are fulfilled and performed, FLCC shall lawfully and peaceably have, hold, possess, use and occupy the premises during the term hereby granted, without hindrance, disturbance, or molestation from PSJ or from persons claiming by, through or under PSJ, except as specifically provided for herein, PSJ hereby warrants to defend FLCC against the lawful claims of all persons against the premises and property hereby demised.

## ARTICLE 10

### Insurance

10.1 Worker's Compensation: If the operation of the FLCC's business conducted on the premises requires the FLCC to provide worker's compensation insurance under the laws of the State of Florida, the FLCC shall provide said insurance to all employees required at all times during the term of this Lease. PSJ shall be included on the policy as an additional insured.

10.2 Personal Property Insurance: It shall be the FLCC's option to obtain fire and casualty insurance on any of its personal property located on the premises.

10.3 Liability Insurance: FLCC shall maintain Liability Insurance for their use of the premises with policy limits of at least \$1,000,000 and PSJ shall be listed as an additional insured.

10.4 Notices: All insurance policies required to be carried under this Lease by or on behalf of PSJ or FLCC shall provide (and any certificate evidencing the existence of any insurance policies, shall certify) that: unless both parties shall be given 10 (ten) days written notice of any cancellation of failure to renew, or a material change to, the policies, as the case may be, (1) the insurance shall not be canceled and shall continue in full force and effect, (2) the insurance carrier shall not fail to renew the insurance policies for any reason, and (3) no material change may be made in an insurance policy. As used in this Lease, the term "insurance policy" shall include any extensions or renewals of an insurance policy.

10.5 Increased Risk: FLCC shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, provided that the FLCC shall not be responsible for any increased premium resulting from the permitted uses of the premises under this Lease.

FLCC shall not keep, use, or sell anything prohibited by any policy of fire or casualty insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire, casualty and liability insurance.

#### ARTICLE 11 PSJ's Right To Perform Covenants

FLCC agrees that in the event FLCC fails to cure any breach of the terms and conditions of this Lease (other than the payment of rent) including, without limitation, the obligation to maintain insurance, pay sales taxes, or make repairs, after notice by PSJ and expiration of the applicable grace period, if any, then PSJ may, but is not obligated to do so, and without further notice to or demand upon FLCC and without waiving or releasing FLCC from any obligation of the FLCC under this Lease, cure such breach by advancing the sums necessary or taking such required action. All sums paid by PSJ hereunder and all necessary and incidental costs and expenses including, without limitation, attorneys' fees in connection with the performance of any such act by PSJ, together with interest at the maximum rate permitted by law from the date of advancement until repaid, shall be payable by FLCC within 10 (ten) days of PSJ's written demand.

The rights of PSJ under this Article 11 are in addition to any other remedies granted to PSJ under this Lease.

ARTICLE 12  
Destruction

12.1 Partial Destruction: Partial destruction of the building(s) and improvements located on the premises shall not render this Lease void or voidable, nor terminate it except as herein provided. If the building and the improvements located on the premises are partially destroyed during the term of the Lease, PSJ shall, at PSJ's sole expense, repair them when such repairs can be made in conformity with governmental laws and regulations. Commencing on the date of destruction, rent payable hereunder will be reduced proportionately to the extent to which the repair operations interfere with business conducted on the premises by FLCC. If the repairs are not commenced within 45 (forty-five) days of the date of the destruction and completed within 120 (one-hundred twenty) days, either PSJ or FLCC shall have the option to terminate this Lease. In the event that the Lease is not terminated, PSJ shall complete the repairs to the premises as provided herein above, and the rent to be paid hereunder shall be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by the FLCC, until such time as the repairs have been completed. Notwithstanding the foregoing, the cost of the repairs shall be paid from the insurance proceeds and PSJ shall be under no obligation to make repairs, the cost of which exceeds the insurance proceeds actually paid.

12.2 Total Destruction: Should the building(s) and improvements located on the premises be destroyed to the extent that:

- (i) the premises are rendered unsuitable for the FLCC's business;
- (ii) repairs to said building(s) and improvements cannot be accomplished within a commercially reasonable period; and
- (iii) repairs to said building(s) and improvements will cost 50% (fifty percent) or more of the total replacement cost for such building(s) and related structures, the Lease shall be terminated and both parties released from further liability thereunder, except as to already accrued up to the time of such destruction.

ARTICLE 13  
Sublease

13.1 Sublease: The FLCC shall not have the right to sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or allow any other person except agents, employees and/or patrons of FLCC to occupy the premises or any part thereof without first obtaining the written consent of PSJ. A consent by PSJ shall not be a consent to a subsequent assignment, sublease, or occupation by other persons of the premises. An authorized assignment, sublease, or license to occupy the premises by FLCC shall void and terminate the Lease at the option of PSJ. The interest of tenant in the premises in this Lease is not assignable by operation of law without the written consent of PSJ.

## ARTICLE 14

### Default

Each of the following events shall constitute a default by FLCC:

- a. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against FLCC or if a receiver or trustee shall be appointed for all or substantially all of the property of the FLCC, such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 (sixty) days after the institution or appointment.
- b. If FLCC's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of PSJ. This includes any involuntary assignment through the operation of any other instrument to which the FLCC is a party with any other individual or business entity.
- c. If FLCC vacates premises.
- d. If FLCC violates any provision of Article 16 relative to construction liens.
- e. If FLCC shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of 30 (thirty) days after written notice thereof has been delivered by PSJ to FLCC.

## ARTICLE 15

### Remedies on Default

15.1 Remedies: If Default occurs, the following remedies shall be available to PSJ:

a. Termination of Lease: PSJ may serve upon FLCC a written notice that this Lease will terminate on a date specified therein, which shall be not less than 7 (seven) days after giving such notice. FLCC shall have no right to avoid the cancellation or termination by payment of any sum due or by the other performance of any conditions, terms or covenant broken. Upon the date specified in the notice, this Lease and the term shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Lease, and FLCC, without the necessity of any notice, shall then quit and surrender the premises to PSJ.

b. If the Lease is terminated in accordance with the subparagraph (a) above, or if the premises becomes vacant or deserted, in addition to and not in lieu of all other remedies of PSJ, PSJ may by summary proceedings disposses FLCC and legal representatives of FLCC or other occupant of the premises, and remove the effects and repossess and enjoy the premises, together with all alterations, additions and improvements, all without being liable to the FLCC for any damage caused thereby.

c. Correction: PSJ may take any and all actions necessary to correct such Default, at FLCC's sole cost and expense, as described in Article 14 above.

d. Full Enforcement: PSJ may enforce the full and complete performance of all terms of this Lease in any manner provided by law or equity, including without limitation the right of specific performance.

15.2 Cumulative Remedies: The rights and remedies of PSJ set forth herein shall be in addition to any right or remedy now or hereafter provided by law or equity. All rights and remedies shall be cumulative and not exclusive of each other. PSJ may exercise its rights and remedies at any time, in any order, to any extent, and as often as PSJ deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.

#### ARTICLE 16 Construction Liens

16.1 PSJ's Interest Not Subject to Liens: The interests of PSJ shall not be subject to liens for improvements contracted for or made by or on behalf of the FLCC, or parties claiming by, through or under FLCC. The interests of PSJ in the premises shall not be subject to a lien for any improvements made by the FLCC, or for any work done or materials furnished to the premises, at FLCC's request, and FLCC shall notify any contractor employed by FLCC to do work on or furnish materials to the premises, prior to FLCC's entering into a contract with any such contractors, that the interest of PSJ under the Lease is not subject to a lien, and the failure of the FLCC to so notify any contractor, at the option of PSJ, shall be deemed a default hereunder.

16.2 Transfer or Release: In the event that any claim of lien is filed for any improvements by FLCC, or for any work done or materials furnished to the premises at FLCC's request, FLCC shall, within 30 (thirty) days of receipt of notice of any such claim of lien, transfer said lien to security in accordance with the provisions of Section 713.24 Florida Statutes (or any successor statute) or cause a release or satisfaction of lien to be recorded in the Public Records of Gulf County, Florida, totally releasing the premises therefrom. Failure to so transfer or discharge any such lien within the time frame provided shall be deemed as a default hereunder.

#### ARTICLE 17 Miscellaneous

17.1 Entire Lease: This Lease with exhibits represents the entire understanding and agreement between the parties and supercedes all other negotiations, understandings and representations made by and between the parties.

17.2 Amendments: The provisions of this Lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

17.3 Binding Effect: All of the terms and provisions of this Lease are binding upon and inure to the benefit of and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

17.4 Notices: All notices, requests, consents, and other communications required or permitted to be given under this Lease will be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by recognized national overnight courier service, addressed as follows;

Lessor:

CITY OF PORT ST. JOE  
305 Cecil G. Costin Sr., Blvd.  
P.O. Box 278  
Port St. Joe, FL 32457

Lessee:

FLORIDA COASTAL CONSERVANCY, INC.  
D/B/A THE FORGOTTEN COAST SEA TURTLE CENTER  
260 Marina Drive, Suite C1  
P.O. Box 611  
Port St. Joe, FL 32457

or to any other address or addresses as any party may designate from time to time by notice given in accordance with this section.

17.5 Headings: The headings contained in this Lease are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of the Lease.

17.6 Severability: If any provision of this Lease is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Lease and the remainder of the Lease will remain in full force and effect.

17.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a wavier of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy



under this Lease. No notice to or demand on any party in any case will of itself entitle a party to any other or further notice or demand in similar or other circumstances.

Furthermore, the acceptance of any rent or any other sum due hereunder, or partial payment of same, by PSJ, shall not constitute a waiver of any preceding default by FLCC of any term, covenant, or condition of this Lease, regardless of PSJ's knowledge of such preceding breach at the time PSJ accepted such rent or other sum, nor waiver of the right to receive full payment of said amount, nor shall any endorsement or statement in any check or letter accompanying any payment of rent or other sum due hereunder be deemed an accord and satisfaction, and PSJ may accept such payment without prejudice to PSJ's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy provided herein.

17.8 Jurisdiction and Venue: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

17.9 Governing Law: This Lease and all transactions contemplated by this Lease will be governed by, and construed and enforced in accordance with the Laws of the State of Florida.

17.10 Enforcement of Costs: If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

17.11 Remedies Cumulative: No remedy in this Lease conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given here or now existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy will preclude any other.

17.12 Independent Counsel: The parties here have received independent advice and counseling regarding the preparation and subject of this Lease and all the terms, provisions and conditions it contains. This Lease shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

17.13 Time is of the Essence: The parties agree and acknowledge that time shall be of the essence under this Lease.

17.14 Radon Gas: Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who

are exposed to it over time. Levels of radon that exceed federal and state guidelines regarding radon and radon testing may be obtained from your county public health unit.

17.15 E-Mail and/or Facsimile Signature: An E-mail or Facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018 to take effect as of the date first above written.

FLORIDA COASTAL CONSERVANCY, INC.  
D/B/A THE FORGOTTEN COAST SEA TURTLE CENTER  
Lessee

BY: \_\_\_\_\_  
TITLE \_\_\_\_\_ Date \_\_\_\_\_

CITY OF PORT ST. JOE  
Lessor

BY: \_\_\_\_\_  
JAMES "BO" PATTERSON  
TITLE: MAYOR Date \_\_\_\_\_

## LEASE AGREEMENT

THIS AGREEMENT entered into as of \_\_\_\_\_ 1, 2018 by and between RGK INVESTMENTS. INC., a Florida Corporation, hereinafter referred to as "Lessor" and CITY OF PORT ST. JOE, a Florida municipal corporation, hereinafter referred to as "Lessee".

### RECITALS

WHEREAS, Lessor is the owner of a certain real property located in Port St. Joe, Gulf County, Florida; and

WHEREAS, Lessor intends to lease said property to Lessee, and Lessee intends to lease said property and improvements, subject to the terms of this lease; and

WHEREFORE, for consideration, the value and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE 1 PREMISES

1.1 Physical Location: Lessor hereby leases to the Lessee, and Lessee hereby takes and hires from Lessor, subject to the terms and conditions contained in this Lease, that certain real property located in Port St. Joe, Gulf County, Florida more particularly described to wit:

The North 20 feet of the East (or Northeast) one half of lot 18, Block 15, in the City of Port St. Joe, Florida, according to the Official map on file in the office of the Clerk of Circuit Court, Gulf County, Florida, in Plat Book 1, Page 16 and 17. This Deed is intended to convey that part of Lot 18, Block 15, which is presently an empty lot adjacent to that certain brick building located on the East one half of Lot 20 and 10 feet of the East one half of Lot 18, Block 15, City of Port St. Joe, Florida.

Parcel Identification Number: 04715-001R

The Premises at the inception of this Lease Agreement consists of a vacant unimproved lot containing approximately 0.02 acres.

### ARTICLE 2 PURPOSE OF THE LEASE

Lessee shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or

extension thereof, Lessee shall use and occupy the premises for public use. It is the Lessee's hope that public restrooms will eventually be constructed on the premises and it be used as such for the duration of the lease term. The Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the prior written consent of the Lessor.

### ARTICLE 3

#### TERM

3.1 Term: The term of this lease shall be thirty (30) years beginning \_\_\_\_\_ 1, 2018 through \_\_\_\_\_ 31, 2048.

3.2 Possession Date: Lessee shall take possession of the leased premises on \_\_\_\_\_, 2018 upon the execution of this Lease Agreement and payment of the rent for the entire lease term (see below) and any certificates of insurance required under the Lease.

### ARTICLE 4

#### RENT

The yearly rent for the leased premises is \$ 1.00 (one dollar). All of which being due upon execution of this Lease. The rental payment will not include sales and use tax as the Lessee is a tax exempt municipal corporation.

### ARTICLE 5

#### SECURITY DEPOSIT

5.1 Amount of Security Deposit: No security deposit is required under this Lease.

~~reason of any breach of the terms and conditions of this Lease by the Lessee.~~ If the deposit is not used for the reasons enumerated above, it shall be returned to the Lessee within 30 (thirty) days after the expiration of the Lease term or any subsequent renewal and timely surrender of the premises.

### ARTICLE 6

#### UTILITIES, TAXES AND OTHER CHARGES

6.1 Utilities: When applicable Lessee will have the all utilities furnished to the premises put in Lessee's name and will be responsible for paying for said utilities for the term of the Lease, or any renewal or extension thereof, including, without limitation, electricity, gas, water, sewer, television and telephone services including internet.

6.2 Taxes:

Personal Property Tax: Lessee shall be solely responsible for the filing of all personal property tax returns for the premises for the duration of the Lease and any renewal or extension thereof and will be solely responsible for the payment of said personal property taxes when due.

Sales & Use Tax: As stated earlier, Lessee shall not pay sales tax arising from the rent payable under this Lease to the Lessor.

## ARTICLE 7

### Conditions, Care and Repairs

7.1 Conditions: Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the permitted use thereof under this Lease.

Lessee accepts the premises without warranty, either express or implied, as to the conditions or repair thereof. Lessee represents and acknowledges that it has inspected the premises and is fully aware of the condition thereof.

7.2 Care of Premises: Lessee, at its expense, when applicable, shall be responsible for the maintenance required to maintain the Electrical Panel Service, HVAC System, Sewer System, Hot Water System, Water Service and Roof and all other aspects of the building if eventually constructed.

7.3 Repairs: Lessee, when applicable, shall be responsible for all repairs to any building or structure constructed on the premises including but not limited to repairs to the roof, HVAC system, electrical or plumbing repairs.

7.4 Alterations: Any improvements or alterations made to the premises must be constructed and performed in a good and workmanlike manner at Lessee's sole expense. Any improvements made to the premises shall become the property of the Lessor upon the expiration of the Lease term. Lessor hereby agrees to the Lessee constructing public restrooms on the property at Lessee's sole expense.

## ARTICLE 8

### Surrender of Premises

Lessee shall peaceably and quietly surrender the premises at the end of the Lease term or any extension or renewal thereof, and shall deliver the premises to the Lessor in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms, and alterations by Lessee which are permitted hereunder. Upon Lease termination the Lessee shall be responsible at its expense to remove all signage in accordance with all Federal, State and Local laws, rules, regulations and ordinances.

## ARTICLE 9

### Waste, Nuisance, and Unlawful or Dangerous Activity

9.1 Waste or Nuisance: Lessee shall not allow any waste or nuisance on the premises.

9.2 Unlawful Activities: Lessee shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purposes nor

operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take appropriate action to halt such activity.

9.3 Compliance with Law: Lessee shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by Lessee and the business therein conducted by the Lessee as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the Lessee, the premises, and/or the business of the Lessee.

## ARTICLE 10

### Covenants of Quiet Enjoyment

Provided that the rents and other amounts are paid in the manner and at the time prescribed, and all the covenants, conditions, and warranties herein are fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises during the term hereby granted, without hindrance, disturbance, or molestation from Lessor or from persons claiming by, through or under Lessor, except as specifically provided for herein, Lessor hereby warrants to defend Lessee against the lawful claims of all persons against the premises and property hereby demised.

## ARTICLE 11

### Insurance

11.1 Liability Insurance: Lessee shall obtain general liability insurance for the premises in the amount that the Lessee customarily insures like properties. Lessor shall be listed as an additional insured on said policy. Lessee agrees that it shall hold Lessor harmless from any liability stemming from the Lessee's use of the property and will indemnify and defend Lessor against any such liability associated with the Lessee's use of the premises.

11.2 Other Insurance: It shall be the Lessee's option to obtain fire and casualty insurance on any of its personal property located on the premises.

## ARTICLE 12

### Sublease.

12. 1 Sublease: The Lessee shall not have the right to sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or allow any other person except agents, employees and/or patrons of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons of the premises. An authorized assignment, sublease, or license to occupy the premises by Lessee shall void and terminate the Lease at the option of the Lessor. The interest of tenant in the premises in this Lease is not assignable by operation of law without the written consent of Lessor.

## ARTICLE 13

### Default

Each of the following events shall constitute a default by Lessee:

- a. If Lessee's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of the Lessor. This includes any involuntary assignment through the operation of any other instrument to which the Lessee is a party with any other individual or business entity.
- b. If Lessee violates any provision of Article 14 relative to construction liens.
- g. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of 90 (ninety) days after written notice thereof has been delivered by Lessor to Lessee.

## ARTICLE 14

### Construction Liens

14.1 Lessor's Interest Not Subject to Liens: The interests of Lessor shall not be subject to liens for improvements contracted for or made by or on behalf of the Lessee, or parties claiming by, through or under Lessee. The interests of Lessor in the premises shall not be subject to a lien for any improvements made by the Lessee, or for any work done or materials furnished to the premises, at Lessee's request, and Lessee shall notify any contractor employed by Lessee to do work on or furnish materials to the premises, prior to Lessee's entering into a contract with any such contractors, that the interest of the Lessor under the Lease is not subject to a lien, and the failure of the Lessee to so notify any contractor, at the option of the Lessor, shall be deemed a default hereunder.

14.2 Transfer or Release: In the event that any claim of lien is filed for any improvements by Lessee, or for any work done or materials furnished to the premises at Lessee's request, Lessee shall, within 30 (thirty) days of receipt of notice of any such claim of lien, transfer said lien to security in accordance with the provisions of Section 713.24 Florida Statutes (or any successor statute) or cause a release or satisfaction of lien to be recorded in the Public Records of Columbia County, Florida, totally releasing the premises therefrom. Failure to so transfer or discharge any such lien within the time frame provided shall be deemed as a default hereunder.

## ARTICLE 15

### Right of First Refusal

15.1 During Lease Term: If at anytime during the Lease Term the Lessor determines that it is going to sell the premises, the Lessee shall be given the right of first refusal to purchase the property at the Lessor's asking price. If the Lessee does not exercise its right of first refusal at the Lessor's asking price, the Lessee shall still maintain the right to match any subsequent lower then asking price offer on the property. The Lessee shall have thirty (30) days from being notified in writing of Lessor's asking price to accept or

deny to accept to purchase the property at that price. If the Lessee refuses to purchase the premises at the Lessor's asking price, the Lessor must notify the Lessee in writing of any lower then original asking price offer made on the premises and Lessee will have thirty (30) days to match said offer to purchase the property in writing. If the Lessee does not exercise its right of first refusal and the property is sold to an arm's length third party buyer, then the Lease term is reduced to 15 years (from the inception of the lease) provided that construction of the restroom or other infrastructure is in place. If the lot is vacant at the time, then the Lease with the City will be terminated immediately upon closing with the buyer.

15.2 End of Lease Term: At the end of the original Lease term or any renewal term thereof, the Lessee shall have the right to purchase the property at fair market price. Lessee must notify in writing the Lessor within ninety (90) days of the expiration of the Lease term that it is exercising this option. Fair market price shall be determined by an appraisal conducted by a mutually agreeable Florida Licensed Appraiser who is located in Gulf County, Florida. The parties must then within thirty (30) days of the Lessee's notification choose an appraiser. The Lessee shall have thirty (30) days to exercise its option to purchase in writing after receiving the appraisal.

#### ARTICLE 16 Miscellaneous

16.1 Entire Lease: This Lease with exhibits represents the entire understanding and agreement between the parties and supercedes all other negotiations, understandings and representations made by and between the parties.

16.2 Amendments: The provisions of this Lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

16.3 Binding Effect: All of the terms and provisions of this Lease are binding upon and inure to the benefit of and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

16.4 Notices: All notices, requests, consents, and other communications required or permitted to be given under this Lease will be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by recognized national overnight courier service, addressed as follows;

Lessor:

Lessee: City of Port St. Joe  
Att: City Manager



or to any other address or addresses as any party may designate from time to time by notice given in accordance with this section.

16.5 Headings: The headings contained in this Lease are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of the Lease.

16.6 Severability: If any provision of this Lease is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Lease and the remainder of the Lease will remain in full force and effect.

16.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself entitle a party to any other or further notice or demand in similar or other circumstances.

Furthermore, the acceptance of any rent or any other sum due hereunder, or partial payment of same, by Lessor, shall not constitute a waiver of any preceding default by Lessee of any term, covenant, or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time Lessor accepted such rent or other sum, nor waiver of the right to receive full payment of said amount, nor shall any endorsement or statement in any check or letter accompanying any payment of rent or other sum due hereunder be deemed an accord and satisfaction, and Lessor may accept such payment without prejudice to Lessor's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy provided herein.

16.8 Jurisdiction and Venue: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

16.9 Governing Law: This Lease and all transactions contemplated by this Lease will be governed by and construed and enforced in accordance with the Laws of the State of Florida.

16.10 Enforcement of Costs: If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees,

costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16.11 Remedies Cumulative: No remedy in this Lease conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given here or now existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy will preclude any other.

16.12 Independent Counsel: The parties here have received independent advice and counseling regarding the preparation and subject of this Lease and all the terms, provisions and conditions it contains. This Lease shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

16.13 Time is of the Essence: The parties agree and acknowledge that time shall be of the essence under this Lease.

16.14 E-Mail and/or Facsimile Signature: An E-mail or Facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018 to take effect as of the date first above written.

CITY OF PORT ST. JOE  
Lessee

BY: \_\_\_\_\_  
JAMES "BO" PATTERSON  
MAYOR

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Charlotte M. Pierce  
City Clerk

\_\_\_\_\_  
Date

RGK INVESTMENTS, INC.  
Lessor

BY: \_\_\_\_\_  
ROBERT G. KERRIGAN  
President

\_\_\_\_\_  
Date

**RFP # 2018-05**  
**Jones Homestead Sewer Project Bores**  
**April 26, 2018**  
**3:05 P.M.**  
**City Commission Conference Room**

[illegible]

**RFP # 2018-04**  
**Homestead Sewer Project Materials P**  
**April 26, 2018**  
**3:05 P.M.**  
**City Commission Conference Room**

[illegible]

**RFP # 2018-06**  
**Fire Truck**  
**April 13, 2018**  
**3:05 P.M.**  
**City Commission Conference Room**

VENDOR	BID AMOUNT
NAFECO	349,496.00
TOYNE	324,930.00
ROSENBAUER	292,989.00

**RFP # 2018-07**  
**Fire Truck Equipment**  
**April 13, 2018**  
**3:05 P.M.**  
**City Commission Conference Room**

[illegible]



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

**RICK SCOTT**  
Governor

**WESLEY MAUL**  
Director

### STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.



K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### ARTICLE IV.

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### ARTICLE V.

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

#### ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

#### **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

#### **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### ARTICLE IX.

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any



activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

#### **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

#### ARTICLE XI.

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

APRIL/27/2018

To Whom May Concern: Mr. Jim Anderson

City Manager of Port St Joe:

PROVISIONS INC. & PEPPERS MEXICAN RESTAURNT ARE RECUESTING PERMISSION TO CLOSE

PARKING LOTS IN FRONT OF OUR FACYLITIES TO DO A CELEBRATION EVENT FOR 5 DE MAYO  
WE WILL LIKE TO SHARE WITH OUR COMMUNITY ONE OF THE MOST IMPORTANT CELEBRATION FROM  
OUR COUNTRY, AS YOU KNOW THAT DAY IT'S ALL ABOUT MEXICAN HERITAGE, WE ARE PLANING TO SET  
UP A TENT CLOSED AROUND IT.

WITH TABLES AND CHARIS SO PEOPLE CAN SIT AND ENJOY A BEUTIFULL FESTIVAL ENVAROMENT WITH  
SOME LIVE MUSIC OR A DJ, WITH TRADITIONAL MEXICAN MUSIC AND FOOD, DRINKS AND FUN

THIS IS ALL IN APRECIATION FOR ALL THE SUPPORT AND WELCOMING THAT THE PEOPLE FROM PORT ST  
JOE HAVE BEEN FOR US

THANK YOU IN ADVANCE FOR YOUR ATTENTION TO THIS LETTER

  
PEPPERS MEXICAN RESTAURAN OWNER

  
PROVISIONS INC OWNER

**Code Enforcement 2018 Activity  
As of 4/23/2018**

	Open		Closed		Total		Increase
Unlawful Accumulation	44		70		114		7
Substandard Structure	9		5		14		
Abandoned Vechicle	18		4		22		1
Unlawful Sewer							
Land regulation Violation	5		10		15		1
Business Lic. Violation	20				20		
Special Master Hearings							
Building Demolition	5				5		
Waste Violation	15		133		148		13
Sign Violation	5		17		22		6
Total	121	Total	239	Total	360	Total	28