

November 1, 2022
Regular Meeting
12:00 Noon



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffinan, 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

12:00 Noon

Tuesday November 1, 2022

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 10/18/22

Pages 4-10

Introduction of Miss Port St. Joe

City Engineer

- Long Ave.
 - Water/Sewer
 - Paving RFP 2022-15
- Ave. C, D, & Dr. Joe Parking lot Paving- RFP 2022-16
- First Street Paving
- Beacon Hill Sewer Design
- Roof Inspections- Task Order

Page 11

City Attorney

- ESAD Sewer
 - Purchase Agreement
 - MOU
- Clifford Sims Park Agreement

Pages 12-20

Pages 21-24

Pages 25-32

Old Business

- City Projects
- Hurricane Ian- Mayor Buzzett

Pages 33-34

New Business

- Reid Ave. Sidewalks
- Vulnerability Assessment Grant Sub-Contract

Pages 35-48

Public Works

- Wastewater System Evaluation Task Order

Pages 49-52

Surface Water Plant

- Update

Wastewater Plant

- RFP 2022-13 Re-Bid

Page 53

Finance Director

- FEMA- Update

Code Enforcement

- Update

Police Department

- Update

City Clerk

- Grants Update

Pages 54-55

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, October 18, 2022, at Noon.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of October 4, 2022. All in favor; Motion carried 5-0.

City Engineer – Josh Baxley

Long Avenue Water / Sewer / Paving –

Lateral Sewer lining is underway. Dewberry is working with the contractor for a schedule on 1st Street. L&K is coordinating with Pigott and Dewberry does not foresee any interruptions to the paving of 1st Street.

The Long Avenue Paving is out for bid.

Avenues C, D, and Dr. Joe Parking Lot Paving –

This project is out for bid.

First Street Paving –

Currently under construction.

Beacon Hill Sewer Design -

The Master Lift Station was submitted for FDEP permitting on October 12, 2022.

Sewer Plant Improvements –

Dewberry is working with City Staff to determine possible short-term solutions.

Madison Street SCOP Grant Task Order

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Task Order for Professional Services for Design with Dewberry in the amount of \$44,606.66. All in favor; Motion carried 5-0.

City Attorney –

ESAD Sewer, Memorandum of Understanding Update

To date, the MOU has not been received from the Gulf County Board of County Commissioners.

Mr. McCahill shared that a conference call was held with Mr. Seifert and his attorney. A revised Business Purchase Agreement was provided to the Commissioners by Mr. McCahill.

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, in Section 3 - Time for Acceptance, Effective Date, Computation of Time - to insert the date of 31 October 2022. In Section 6 – Closing Date – the date was extended to July 1, 2023. All in favor; Motion carried 5-0.

Old Business

City Projects

Mr. Anderson shared that the Lighthouse painting has been completed, ditch work is being done, and sewer lines are being installed at the cape.

Hurricane Ian – Mayor Buzzett

Mayor Buzzett reminded everyone of the opportunity to make a monetary contribution to victims of Hurricane Ian. Contributions may be dropped off at City Hall, the Gulf County Sheriff's Department, or the City of Mexico Beach.

New Business –

Vactor Truck – State Contract Purchase

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to purchase the Vactor Truck as a State Contract purchase from Sansom Equipment in the amount of \$488,946. All in favor; Motion carried 5-0.

Reid Avenue Sidewalks

Public Works has been looking at the sidewalks on Reid Avenue to establish a short and long term repair plan. Mr. Anderson encouraged the Commissioners to walk the area, make notes, and share their findings with him.

Public Works –

In the absence of John Grantland, Mr. Anderson shared that construction crews are working on the cape and taps are being made.

Surface Water Plant –

Excavator Rake – Sole Source Purchase

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to purchase an Excavator Rake as a Sole Source Purchase from Maximized Water Management LLC in the amount of \$34,910. All in favor; Motion carried 5-0.

Wastewater Plant – Kevin Pettis

Microbial Solutions Contract

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to enter into a Goods and services Agreement with In Situ Microbial Solutions, LLC for Microbial Treatment of

the Wastewater Treatment Plant Pond for a monthly cost of \$8,000 as a Sole Source Vendor. All in favor; Motion carried 5-0. This will help with the Algae issue and can be discontinued if it is not working.

Operating Plant Permit Renewal Task Order

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Wastewater Treatment Operating Plant Operating Permit Renewal Task Order with Dewberry in the amount of \$23,000. All in favor, motion carried 5-0.

Mr. Pettis is working with Duke Energy on the Sprayfield encroachment of Duke's property, is waiting on a meeting with Deseret, and noted the welding done on the filters turned out well. He is working with Philip Jones for a modification of permits to increase the TSS limits, and the plant will begin pushing water in November.

Finance Director – Mike Lacour

FEMA Update

The Clifford Sims Park Project remains in Step 6 of 8 and Mr. Lacour noted the contractor will honor the bid price for this project.

Code Enforcement –

Mr. Anderson shared that 2 houses have been set for demolition if we can get help from the county. He also noted that we are getting to the end of the grass cutting season and are in the process of getting things cleaned up around town.

Police Department – Chief Richards

Chief Richards did not have any updates for the Commission.

City Clerk – Charlotte Pierce

Clerk Pierce shared that staff continues to work with our grant writers as well as being busy with compliance reports.

Citizens to be Heard –

Candy Nesemeier, Charles Gathers, and Akosua G. Duti shared their concerns about the Nopetro Project and the community being aware of meetings.

Mr. Anderson shared that this project would be a Level 2 Major Development, the company would have to complete an application for a Development Order which would be given to the Planning, Development and Review Board. The PDRB would make a recommendation to the City Commission and the City Commission would have a Public Meeting where input would be received from individuals. He noted that until a Development Order Request is received, the City cannot do anything.

Commissioner Ashbrook suggested that since the North Port St. Joe PAC had hosted a meeting with representatives against the project that they might consider setting up a meeting about the project and invite the Nopetro representatives to it.

Commissioner Langston stated that he would be totally against anything that would hurt Port St. Joe.

Discussion Items by Commissioners

Commissioner Hoffman shared the first thing he knew about the project was from an email from the cape, then a letter from the North Port St. Joe PAC which he found to be offensive. He noted the City has never been involved with the Nopetro Project, any accusations should be made to the County as they are the ones that have been working with the project, and no Letter of Support has been discussed by the City. Commissioner Hoffman also stated that anything with a detrimental effect on the City would receive a firm "No" from him.

Commissioner Hoffman also asked about the land swap with the St. Joe Company. Mr. Anderson responded that an appraisal of the property has been received, and our attorney is working with the title insurance Company.

Commissioner Lowry stated that he hopes to know more about the project in the next week or so.

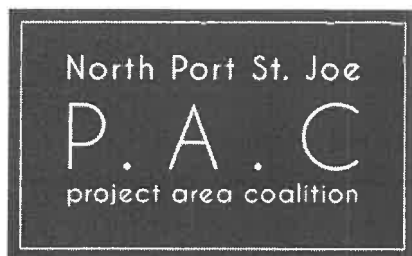
Commissioner Ashbrook noted that he will not do anything to put citizens' in danger.

Commissioner Langston asked about a Crosswalk near McDonalds and the entry to the Piggly Wiggly Complex from Highway 98 as a number of people try to cross the highway from the Avenue A area.

He also shared that the School Signs are not working on Long Avenue.

Mayor Buzzett noted that a button to the Crosswalk on 3rd Street needs to be checked and expressed his appreciation to the Garden Club for their work in improving the downtown area. He shared that he has received a Landscape Project for the Patton Bayou Bridge area and asked that Commissioners review the project as he would like to see more improvements to the areas of the City Limit signs.

Mayor Buzzett stated that he was in City Manager Jim Anderson's office on October 6, 2022, when the following email was received from an individual accusing the City and County of meeting out of the Sunshine Law on the Nopetro Project. The letter was also hand delivered to Mr. Anderson approximately 1 hour later by Akosua G. Duati. Mayor Buzzett requested that the correspondence be read into the record at which time he read the following:



To: City of Port St. Joe, Board of City Commissioners, Gulf County Board of Commissioners

Date: October 4, 2022

Dear Sir/Madam:

We the community residents, religious leaders, civic and non-profit organizations, businesses and property owners listed below are submitting this letter as our official notification that we oppose

constructing a Liquid Natural Gas Storage Export Facility in Port St. Joe, adjacent to the community of North Port St. Joe.

The community residents were not given notice of the meeting where you discussed the Liquid Natural Gas project, and therefore were not in attendance. However, any decisions made in such a meeting may be voidable under the Florida Sunshine Statute.

As you are aware, local governments involve citizen and interest groups in the policy making process in several ways, such as public comment periods during regular meetings and special neighborhood meetings on issues impacting them, such as the proposed Liquid Natural Gas project. As elected public officials, you have the responsibility to notify residents of any such discussion. You chose not to. Please note that a public meeting in Florida is any gathering of two or more members of a public body, i.e., County or City Commissioners, to discuss or take action regarding official business or policy. This applies to information gathering and fact-finding sessions called by the public body, particularly in the case of this Liquid Natural Gas project.

You are hereby notified that the proposed location for the Nopetro Liquid Natural Gas Export Facility on the former 60- acre St. Joe Paper mill site is unacceptable to the residents of North Port St Joe, especially without environmental assessment, transparency, or community involvement. Furthermore, we believe the project requires City, County, and State approval which, to our knowledge, has yet to occur.

Please know we are determined and prepared to use any legal avenues and remedies available to ensure that the concerns of the residents of North Port St Joe are addressed.

Below are our immediate requests:

1. That a public meeting be held to inform the residents of your knowledge of, and involvement in the Liquid Natural Gas Export Facility.
2. That there be a comprehensive environmental review and assessment of the site to determine the potential health and safety impacts on the community's residents and property owners' values.
3. That an independent Economic Development Assessment and Cost Benefit Analysis of the Nopetro Liquid Natural Gas Export Facility project is carried out.
4. That, following the Environmental Review, a meeting be held in North Port St. Joe to inform the community of the findings and seek comments from the affected residents.

Finally, we expect that our requests be honored prior to any letters-of-support or vote, pertaining to the Liquid Natural Gas Export Facility, being entered into by the City Commissioners or the County Commissioners.

Sincerely,

Pastor Chester Davis, Pastor, Philadelphia Primitive Baptist Church &
President, North Port St. Joe Project Area Coalition
Superintendent David Woods Jr., Pastor Port St. Joe Church of God In Christ &
President, North Port St. Joe Ministerial Alliance
Bishop Charles Gathers, Pastor True Holiness Church
Elder Willie Ash Jr., Pastor Victory Temple Holiness Church
Pastor Robert Lowery, Pastor Amazing Grace Apostolic Church
Pastor Marvin Davis, Thompson Temple First Born Holiness Church
Elder Ray Bolden Sr., Property Owner
Mrs. Cheryl Steindorf, President, Pioneer Bay Community Development Corporation
Mr. Eddie Fields, President, Washington Improvement Group

Dr. George Davis, Property Owner
Mr. John Miller, Concerned Citizen
Mrs. Letha Mathews, Property Owner
Mr. Landy Luther, Concerned Citizen
Mr. John Ehrman, Port St. Joe, Concerned Citizen
Mr. Johnny Bryant, Property Owner
Mrs. Karen Thomas, Property Owner
Mrs. Lynn Lewis, Property Owner
Mrs. Beverly Ash, Business Owner & Property Owner
Mr. Dannie Bolden, Property Owner
Mr. George Foxworth, Property Owner

Mayor Buzzett requested that City Manager Jim Anderson respond to the email. Below is the correspondence.

On Thu, Oct 6, 2022 at 2:27 PM, Jim Anderson
<janderson@psj.fl.gov> wrote:

Good afternoon Mr. Bolden,

The City of Port St. Joe has not held any public meetings in violation of the Florida Sunshine Statue or received a request for a Development Order for a Nopetro Liquid Natural Gas Plant as of 10/6/22.

Thanks,

Jim

The following is the response received from Mr. Bolden:

Jim,

Today, you replied via email to me in response to a letter delivered and emailed to you and the City and County Commissioners. A letter that was clearly written on North Port St. Joe Project Area Coalition letterhead. Responding directly to me clearly indicates, you have decided to single me out as the only author of the letter. If this is some tactic you are using to intimate me, I want you to understand clearly it won't work. In fact, such tactics will only motivate me and others to advocate stronger on behalf of the residents of North Port St Joe. That's a fact you can count on.

The North Port St. Joe Project Area Coalitions objectives are clear, and we are committed to achieving them, in the best interests of the residents of North Port St. Joe. No longer will the residents of North Port St Joe remain silent when the health and safety of our families are at risk. For far too long the "Jim Crow" systems of governing the City and County used to disregard and disenfranchise North Port St. Joe has gone unchallenged. This good old boy, racist system has been the underpinnings and source for the Community's decline. Resulting in its current blighted and underdeveloped conditions.

The City has an opportunity to do the right thing by opposing the construction of the Nopetro Liquified Natural Gas Storage Facility adjacent to North Port St Joe. A community that is still dealing with decades of Environmental injustices.

The County Commissioners are supporting this project under the disguise that it will create many jobs, which isn't true. There is no doubt one of the reasons this facility has been planned in secret is that it is another "Good Old Boys" backroom deal that will line the pockets of wealthy investors and local carpetbaggers and profiteers.

Any future responses to this matter should be sent to the North Port St Joe Project Area Coalition, President Pastor Chester Davis, and addressed to the Coalition's Board of Directors.

Thanks,
Dannie Bolden

Mayor Buzzett stated that at any time the Commissioners, City Staff, or employees are accused, he will stand up and defend them. This email is setting things way back, cooperation not confrontation is needed and he is bothered by the letter which was uncalled for and it is not going to help. The mayor wants to work, and has worked together. This correspondence will not help.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:35 P.M.

Approved this _____ day of _____ 2022.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date



Dewberry Engineers Inc. | 850.227.7200
324 Marina Drive | 850.227.7215 fax
Port Saint Joe, FL 32456 | www.dewberry.com

October 27, 2022

Mr. Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

RE: Building Structural Inspections – Washington Gym and City Fire Station
Professional Services Proposal

Dear Mr. Anderson:

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services. It is our understanding the City sustained damaged from a microburst thunderstorm and would like an inspection performed on the Washington Gym (401 Peters St.), three (3) outbuildings near Washington Gym (Peters St. and Kenny St.) and the City of Port St. Joe Fire Station. DEI proposes to perform the following services for this project:

TASK A. ENGINEERING DESIGN

DEI will sub-contract this work with Southeastern Consulting Engineers, Inc. (SCE) to include the following:

1. Provide site inspections for Washington Gym (401 Peters St.), three (3) outbuildings near Washington Gym (Peters St. and Kenny St.) and the City of Port St. Joe Fire Station. It is anticipated that approximately 25,000 square feet of building area will be inspected.
2. Provide a detailed report for each location (3 Reports). Reports will detail property information and existing conditions assessment.

Exclusions:

Services not included in this proposal are as follows:

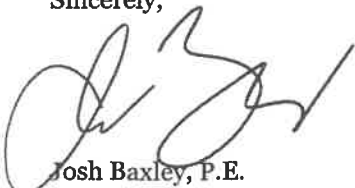
1. Engineering design services
2. Additional inspection services beyond what is listed above. Additional inspections services will be provided at our standard hourly rates.

PROFESSIONAL SERVICES FEES SUMMARY

Task A	\$ 15,900.00
TOTAL PROPOSED FEE:	\$ 15,900.00

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.693.2181.

Sincerely,


Josh Baxley, P.E.
Associate, Branch Manager

Accepted By: _____

Date: _____

BUSINESS PURCHASE AGREEMENT

THIS BUSINESS PURCHASE AGREEMENT is entered into this the ____ day of June 2022 by and between ESAD ENTERPRISES, INC., a Florida for profit corporation, whose address is 509 4th Street, Port St. Joe, Florida 32456, hereinafter referred to as the "Seller" and the City of Port St. Joe, a Florida Municipal Corporation, whose address is 305 Cecil G. Costin Blvd., Port St. Joe, Florida 32456, hereinafter referred to as the "Buyer".

WHEREAS, the Seller owns the private solid waste sewer system known as ESAD Enterprises, Inc., which currently serves the area outlined in the attached Exhibit "A" located in Gulf County, Florida, and desires to sell that system to the Buyer, and

WHEREAS, the Buyer wishes to purchase the ESAD Enterprises, Inc. private solid waste sewer system from the Seller under the terms, conditions, and contingencies set forth below, and

NOW THEREFORE, for valuable consideration the value and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. **ASSETS TO BE PURCHASED:**

The Seller agrees to sell and the Buyer agrees to purchase the Business Known as ESAD Enterprises, Inc., which includes the assets attached hereto as Exhibit "B". The Assets do include the wastewater treatment facility owned by the Seller.

2. **PURCHASE PRICE:**

The purchase price for this transaction is the amount of \$900,000.00 (Nine Hundred Thousand Dollars).

3. **TIME FOR ACCEPTANCE, EFFECTIVE DATE, COMPUTATION OF TIME:**

Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before October 31, 2022, this offer will be withdrawn. The "Effective Date" of the Agreement/Contract is the date on which the last one of the Seller and Buyer has signed and delivered the executed Agreement/Contract to the other party. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (EST) of the next business day. Time is of the essence in this Agreement/Contract.

4. **CONTINGENCIES:**

This Agreement/Contract is Contingent upon the following and the Seller agrees that the contingencies contained in A, B, C, D, and E below must occur prior to the closing of the Transaction contained in this Agreement/Contract:

- A. Third Party Financing: The Governmental entity known as Gulf County, Florida has agreed to provide the Buyer \$500,000.00 (Five Hundred Thousand Dollars) towards the purchase price contained in this Agreement. Gulf County will produce these funds at the time of the closing. If for whatever reason Gulf County does not provide the aforementioned funds at the time of closing of this transaction this Agreement/Contract will become void and unenforceable.
- B. Gulf County, Florida further agrees to provide up to the amount of \$250,000.00 (Two Hundred and Fifty Thousand Dollars) for upgrades to the current ESAD Enterprises, Inc. private sewer system to ensure the system is operational before the closing of this transaction. If for whatever reason Gulf County does not provide this funding prior to closing this Agreement/Contract will become void and unenforceable.
- C. Gulf County, Florida also has agreed to sell to the Buyer in this Agreement what is known as the Beacon Hill Sewer System (also know as the Integras System). The assets that are required to be included in the agreement for the sale of the Beacon Hill Sewer System from Gulf County to Port St. Joe are contained in the attached Exhibit "C". If for whatever reason should Gulf County not sell the City of Port St. Joe the Beacon Hill Sewer System with the assets contained in Exhibit "C", this Agreement/Contract will become null, void and unenforceable.
- D. Gulf County, Florida further agrees to convey to the Buyer the parcel contained in Exhibit "D". This parcel is for the Lift Station(s) required for the Buyer to complete the transaction with the City of Mexico Beach for the Beacon Hill sewer system. Should for whatever reason Gulf County, Florida not sell to the Buyer the parcel contained in Exhibit "D" this Agreement/Contract will become void and unenforceable.
- D. The Seller agrees to give the Buyer unlimited and complete access to and permission to perform upgrades on the ESAD Enterprises, Inc.'s system to ensure that the system works properly prior to closing of this transaction. If Seller denies the Buyer the access to the ESAD system as described above this Agreement/Contract will become void and unenforceable.
- E. The Seller agrees to disclose to the Buyer within five (5) days of the effective date of this Agreement/Contract all information and documentation contained in Exhibit "E". If the Buyer, at its sole discretion, deems that based on the information provided that this transaction is not feasible it can void and terminate this Agreement/Contract at any time before closing.

6. CLOSING DATE AND LOCATION:

The closing of this transaction shall occur within thirty (30) days of the Buyer's determination, at its own discretion, that the system is operating properly, or by July 1, 2023, whichever occurs first. If the Buyer determines at its sole discretion that the system cannot be upgraded to run properly at any time prior to closing it may terminate this agreement/Contract. The closing location shall be at a time and place that both parties agree to.

7. TITLE:

- a. Seller states that it has the legal capacity to convey marketable title to the real property that is the locations for the lift stations conveyed in this transaction by warranty deed.
- b. Seller will, at Seller's expense, at least 30 days prior to closing deliver to Buyer a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by the Seller at or before closing and upon the Buyer recording the deeds owners policies for the deeds contemplated in this transaction for the market value of the real property on which the lift stations are located for fee simple little subject only to exceptions stated above.

8. COSTS:

Buyer shall pay Buyer's attorney's fees and recording fees on the deed. Seller will pay Seller's attorney's fees, taxes on the deeds and recording fees for documents needed to cure any defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

9. TAXES AND PRORATIONS:

Seller shall be responsible for all taxes of any kind do as of the date of closing. There shall be no proration of taxes as the City is tax exempt.

10. FLORIDA PUBLIC SERVICE COMMISSION

This transfer must be approved by the Florida Public Service Commission, and if not approved this Agreement will become null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

CITY OF PORT ST. JOE
A Florida municipal corporation

BY: _____
Rex Buzzett, Mayor-Commissioner

Date: _____

ATTEST:

Charlotte Pierce, City Clerk

ESAD ENTERPRISES, INC.
A Florida for profit corporation

BY: _____
Frank J. Seifert, President/Director

Date: _____



Ex. "A"

EXHIBIT B- ASSETS TO BE SOLD

1. Approximately 18,790 Lineal Feet of gravity sewer lines.
2. 54 manholes
3. 12 lamp holes
4. Approximately 600 Lineal Feet of low pressure sewer lines
5. 3 lift stations and the real property on which they are located.
6. Approximately 1,560 Lineal Feet of force main lines.

EXHIBIT C- BEACON HILL (INTEGRAS) SEWER SYSTEM ASSETS

1. Approximately 1,870 lineal feet of 8 inch gravity sewer, which includes 7 manholes.
2. Approximately 7,750 Lineal Feet of 4 inch forcemain lines.
3. 2 Lift Stations and the real property in which they are located.

EXHIBIT E- ALL INFORMATION AND DOCUMENTS FROM ESAD

1. All documentation for the lift stations, e.g. O&M manuals, electrical schematics, service records, assigned addresses.
2. Copies of all Easements pertaining to the gravity, low pressure and forcemain piping.
3. Copies of all deeds and surveys for the lift station sites.
4. As-builts for the infrastructure and lift stations.
5. Infrastructure repair and maintenance records, e.g. broken pipe repairs, manhole failures, etc... .
6. Copies of any negative reports or findings from State or Federal regulatory agencies pertaining to the sewer system.
7. Records pertaining to any outstanding debts, liens or other actions attached to the system.
8. Customer/lot list for the system, list shall indicate prepaid taps with addresses, active and inactive accounts as well as any negative/positive balances or credits of current customers.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
REGARDING GULF COUNTY SUPPORT AND ASSISTANCE TO
CITY OF PORT ST. JOE IN EXPANSION OF PUBLIC SOLID WASTE SYSTEM

October 25, 2022

This Memorandum of Understanding and Agreement is to establish a structure, agreement and process for support and assistance for the expansion of the City of Port St. Joe public solid waste system by acquiring the private solid waste system known as ESAD Enterprises, Inc., "ESAD" and extending its services to the Gulf County line terminating at CR 386 bordering with Bay County, Florida and is entered into by and between the CITY OF PORT ST. JOE, a Florida municipal corporation ("City"), having an address of 305 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456, and GULF COUNTY, duly organized under the laws of the State of Florida ("County"), having an address of 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, Florida 32456.

WHEREAS, the County and City each own real property or other physical assets in or around the areas of Gulf County, Florida (the "Region") and have mutual interests in exploring opportunities and securing additional public health and safety for its residents and continually improving the quality of life for its citizens and visitors which include to promote economic development and public health and safety through possible expansion and further development of existing public utilities including but not limited to the City of Port St. Joe solid waste system and customer accessibility within the Region; and

WHEREAS, the County is supportive of the City to acquire the private solid waste system currently owned by ESAD; and

WHEREAS, the City desires to acquire ESAD contingent upon the County's obligations contained in this Agreement; and

WHEREAS, the County and City understand the potential benefit of working collaboratively to explore and secure the available assets and provide the County's professional experience in order to maximize the economic development opportunities and increased public health and safety in the Region with the City's expansion of its existing solid waste system; and

WHEREAS, the County has previously entered into a similar agreements and cooperative efforts with the City and, believes that supplementing those other current efforts will assist in the goal of maximizing the public health and safety and further economic development opportunities within the Region; and

WHEREAS, the Gulf County Board of County Commission ("Commission") seeks to continue its long history of support and assistance for the development of the Region through its cooperative efforts of public investment through the City of Port St. Joe for the future growth and promotion of an expansion of the solid waste system, and

WHEREAS, the City Commission recognizes the continuing emergence of the County through its efforts in promotion, marketing and development that serve as the primary catalyst to the future enhanced quality of life, public health and safety and thereby increased business and job growth in the City and Gulf County, and

WHEREAS, the County and City have both met in open public meetings duly noticed during which an affirmative vote was taken to authorize the designated elected officials stated herein to execute this Memorandum of Understanding on behalf of both the County and City, and

WHEREAS, the Commission recognizes the unique and abundant opportunities that will be created for this and future generations from the success that is accomplished in collaboration and cooperation with the City in expanding the current solid waste system and taking both private systems and septic systems off line within the Region.

NOW, THEREFORE, in consideration of the foregoing promises and mutual understandings of the parties, the County and City agree as follows:

1. The County hereby agrees that this Agreement is contingent upon the City's Agreement with ESAD Enterprises, Inc., for the purchase of its solid waste sewer system and if that Agreement should terminate so would this Agreement. The County further agrees that this Agreement is also contingent upon the County conveying the necessary perpetual easements for solid waste service access for Beacon Hill area (also known as Integras) as for the City to own and operate the Beacon Hill area sewer system.
2. County support County agrees herein to provide
 - a. Funding support that includes the financial commitment of \$750,000.00 (seven hundred and fifty thousand dollars), which represents (1) \$500,000.00 (five hundred thousand dollars) exclusively toward the acquisition and purchase of the private system known as ESAD; and (2) up to \$250,000.00 (two hundred and fifty thousand dollars) towards improvements and upgrades and repairs to the existing system. The \$500,000.00 consideration from the County will be provided on the closing of the City's purchase of the ESAD system and that the City's purchase of the ESAD system is contingent upon the County providing the \$500,000.00 commitment towards the City's purchase of ESAD. The County will provide the City with the funding of up to \$250,000.00 for improvements upon the City and ESAD concluding the purchase agreement between them for the City's purchase of the ESAD system. The County agrees that the City's agreement to purchase the ESAD system is contingent upon this agreed upon funding for upgrades and repairs of the proposed City system and expansion after its acquisition of the subject system.
 - b. The County agrees to execute and convey those necessary perpetual easements for expansion and extension of the current City of Port St. Joe solid waste treatment lines across County property to access the necessary lift station required for the City to expand its solid waste service area to the Bay County line. These perpetual easements shall be conveyed immediately upon the City's conclusion and closing of its Agreement and purchase from ESAD. The identified parcel required from the County to convey is attached as Exhibit "A" and said easements with final legal descriptions shall be prepared and delivered by Gulf County.
 - c. The County agrees to this pledge and funding support conditioned on the City of Port St. Joe executing a purchase agreement on or before November 30, 2022 with ESAD and thereafter purchase and acquisition of the system on or before September 30, 2023.

3. Notice Any notice required or permitted to be given hereunder shall be in writing. Notice shall be effective upon delivery by electronic transmission, mail, facsimile, express courier, or other appropriate means to the following addresses of the parties hereto:

To City of Port St. Joe: Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456
Email: janderson@psj.fl.gov

With a copy to: Clinton T. McCahill
817 Marvin Avenue
Port St. Joe, Florida 32456
Email: mccahilllaw@fairpoint.net

To County: Gulf County Board of County Commission
c/o County Administrator Michael Hammond
1000 Cecil G. Costin, Sr. Blvd
Port St. Joe, Fl. 32456
Email: mhammond@gulfcountry-fl.gov

With a copy to: Jeremy T.M. Novak, Esq.
402 Reid Avenue
Port St. Joe, Florida 32456
Email: jnovak@gulfcountry-fl.gov

4. Amendments. This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both parties hereto, or their respective permitted successors or assigns, or as otherwise provided herein.

5. Limited Purpose Entry into this Agreement between the parties shall not result in any commitment or obligation on the part of either party to enter into any future transaction or business relationship other than as set forth in a written agreement signed by authorized officers of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DATED this _____ day of October, 2022.

CITY OF PORT ST. JOE
a Florida municipal corporation

By: _____
Rex Buzzett, Mayor-Commissioner

ATTEST:

Charlotte Pierce, Clerk

Clinton T. McCahill
FL BAR NO. 73482
260 Marina Dr. Ste A
Port St. Joe, Florida 32456
ATTORNEY FOR CITY OF PORT ST. JOE

GULF COUNTY, FLORIDA

By: _____
Sandy Quinn, Chairman

ATTEST:

Rebecca L. Norris, Clerk
Gulf County, Florida

Jeremy T.M. Novak
FL BAR NO. 44698
Novak Law Group, PLLC
402 Reid Avenue
Port City of St. Joe, FL 32456
ATTORNEY FOR GULF COUNTY

AGREEMENT
CLIFFORD C. SIMS MEMORIAL PARK ENHANCEMENT

THIS ("Agreement") is made and entered into by and between, THE ST. JOE COMPANY, a Florida corporation ("St. Joe") and THE CITY OF PORT ST. JOE, a municipal corporation (the "City") regarding the enhancement, improvement and maintenance of the City's real property known as the Clifford C. Sims Memorial Park located on Jetty Park Drive.

RECITALS:

WHEREAS, St. Joe owns that certain real property identified as Parcel Number 04594-015R by the Gulf County Property Appraiser (the St. Joe Parcel);

WHEREAS, St. Joe's subsidiary, Port St. Joe Marina, LLC, owns that certain real property identified as Parcel Number 04594-012R by the Gulf County Property Appraiser and adjacent submerged lands and marina basin (the Marina Parcel);

WHEREAS, the City owns that certain real property identified as Parcel Number 04594-010R by the Gulf County Property Appraiser, consisting of 3.23 +/- acres known as Clifford C. Memorial Park (the Clifford C. Sims Memorial Park Parcel);

WHEREAS, the St. Joe Parcel, Marina Parcel and Clifford C. Sims Memorial Park Parcel are each depicted on the attached Exhibit A.

WHEREAS, St. Joe and the City previously entered into a License Agreement whereby St. Joe permitted the City to moor and/or dock vessels from the Clifford C. Sims Memorial Park Parcel in the marina basin (hereinafter the "License Agreement");

WHEREAS, the License Agreement has expired and has not been extended;

WHEREAS, St. Joe and Port St. Joe Marina, LLC plan to operate a marina from the St. Joe Parcel and Marina Parcel and marina basin and desire that

the City continue its reasonable efforts to improve, enhance and maintain the Clifford C. Sims Memorial Park Parcel; and

WHEREAS, St. Joe agrees to contribute and donate to the City annually for a period of five (5) years to contribute to the improvement, enhancement and maintenance of the Clifford C. Sims Memorial Park Parcel provided that the City complies with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the benefits to be derived from mutual promises, covenants, and contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties to this Agreement undertake, promise and agree as follows.

ARTICLE I. RECITALS.

The foregoing recital are true and correct.

ARTICLE II. CONTRIBUTION.

2.1 Contribution. On or before December 31, 2022 and continuing annually on or before December 31, 2023, December 31, 2024, December 31, 2025, and December 31, 2026 (the "Term"), St. Joe shall donate and contribute to the City the amount of FIVE THOUSAND and No/100 Dollars (\$5,000.00) (the "Annual Contribution") to be used by the City, exclusively for the improvement, enhancement, and/or maintenance of the Clifford C. Sims Memorial Park Parcel.

2.2 Restriction on Expenditure of Contribution. The City shall use the Annual Contribution to offset its actual costs associated with the improvement, enhancement and maintenance of the Clifford C. Sims Memorial Park Parcel and for no other purpose.

2.3 Restriction on Docking/Mooring of Vessels. The City shall not dock or moor any vessel in the marina basin and shall reasonably cooperate with St. Joe to prevent third parties from docking or mooring of any vessel from

the Clifford C. Sims Memorial Park in the marina basin without St. Joe's prior written consent.

2.4 In the event that the City fails comply with the restriction contained in Section 2.2 and 2.3 above, St. Joe may, by written notice to the City, terminate this Agreement whereby the City's right to any future contributions contemplated during the remaining Term of this Agreement shall be deemed forfeited and waived.

ARTICLE III. MISCELLANEOUS.

3.1 This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Nothing herein shall be deemed to modify the Agreement.

3.2 Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.3 If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

3.4 This Agreement shall be interpreted and construed under the laws of Florida and venue shall be in Gulf County.

3.5 Notices. Any notices given by any party under this Agreement shall be deemed effectively provided when placed in the United States Mail, Certified Return Receipt Requested, or placed in the hands of an overnight service, e.g., Federal Express, Airborne Express to the parties at the addresses provided below ("Notice").

As to St. Joe: Patrick Murphy
The St. Joe Company
130 Richard Jackson Boulevard, Suite 200
Panama City Beach, FL 32407

With copy to: Lisa Walters, General Counsel
The St. Joe Company
130 Richard Jackson Boulevard, Suite 200
Panama City Beach, FL 32407

As to City: City of Port St. Joe
Jim Anderson, City Manager
305 Cecil G. Costin Sr. Blvd
Port St. Joe, FL 32456

With copy to: _____

3.6 Effective Date. The Effective Date of this Agreement shall be the date last signed by St. Joe or the City.

THE ST. JOE COMPANY

By: _____

Name: Patrick Murphy

Its: Senior Vice President

Date: _____

CITY OF PORT ST. JOE

By: _____

Name: Jim Anderson

Its: City Manager

Date: _____

EXHIBIT A

 Gulf County, FL



Overview

Legend

-  Parcels
-  Roads

St. Joe Parcel

Parcel ID 04594-015R
Sec/Twp/Rng 2-8S-11W
Property Address 406 MARINA DR
PORT ST JOE

Alternate ID 04594015R
Class P.U.D. W/TAPS
Acreage 1.458

Owner Address THE ST JOE COMPANY
ATTN: TAX DEPARTMENT
130 RICHARD JACKSON BLVD
SUITE 200
PANAMA CITY BEACH, FL 32407

District 5
Brief Tax Description S 2 T 8 R 11 1.458 AC M/L
(Note: Not to be used on legal documents)

Date created: 10/14/2022
Last Data Uploaded: 10/14/2022 4:11:29 AM

Developed by  Schneider
GEOSPATIAL



Overview

Legend

- ☐ Parcels
- ☐ Roads

MARINA PARCEL

Parcel ID	04594-012R	Alternate ID	04594012R	Owner Address	PORT ST JOE MARINA LLC
Sec/Twp/Rng	2-85-11W	Class	P.U.D. W/MARINA		ST JOE COMPANY
Property Address	340 MARINA DR	Acreage	13.264		133 SOUTH WATERSOUND PKWY
	PORT ST JOE				WATERSOUND, FL 32461
District	5				
Brief Tax Description	S 2 T8S R11W 13.26 AC M/L				
	(Note: Not to be used on legal documents)				

Date created: 10/14/2022
Last Data Uploaded: 10/14/2022 4:11:29 AM

Developed by  Schneider
GEOSPATIAL

EXHIBIT A



Overview



Legend

-  Parcels
-  Roads

Parcel ID 04594-010R
Sec/Twp/Rng 2-8S-11W
Property Address MARINA DRIVE
PORT ST JOE

Alternate ID 04594010R
Class MUNICIPAL (VAC)
Acreage 3.23

Owner Address CITY OF PORT ST JOE
PO BOX 278
PORT ST JOE, FL 32457-0278

District 5
Brief Tax Description S 2 T 8 R 11 3.232 AC M/L
(Note: Not to be used on legal documents)

CLIFFORD C. SIMS MEMORIAL PARK
PARCEL

Date created: 10/14/2022
Last Data Uploaded: 10/14/2022 4:11:29 AM

Developed by  **Schneider**
GEOSPATIAL

Current City Projects 11/1/22

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- The Bids have been sent to FEMA/FDEM for approval
- Maddox Park Gazebo- Under Construction.
- Centennial Bldg. Rehab- Bids to be opened on 8/12/22, received one high bid.
- Lighthouse Complex Rehab- Bids to be opened on 8/12/22. No Bids received. The Project has been re-bid.
- **Lighthouse Painting- Complete**
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on Task Orders.
- City Hall Complex- Working on USDA Grant/Loan Docs. Currently on hold.
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- Under Construction.
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- 11/1/22 Agenda
- Ave. C, D, & Dr. Joe Parking Lot Paving- 11/1/22 Agenda
- Haven Road & Sea Grass Circle Sewer- Under Construction on Haven Road
- New Boat Ramp Access Road- Tabled
- Beacon Hill Sewer- Task order signed for design by Dewberry 2/22, Working on an interlocal agreement for the Lift Station location & ESAD Sewer Purchase. FDEP Permit for the Lift Station is approved
- Exercise Equipment shelters at the Washington Gym & Dooder Park- scheduling work with Tool Time
- Skate Park- Working with the School on the location
- Washington Gym Roof Flashing & Workforce Bldg. Roof Coating- Working on Quotes
- Ditch Cleaning – On going

- Shade cover at Washington Gym Playground- Donated by the Jr. Service League, Construction is scheduled.

RESEARCH AGREEMENT

THIS RESEARCH AGREEMENT ("Agreement"), entered into as of the date of the last signature on this Agreement (the "Effective Date") by and between City of Port St. Joe with offices located at P.O. Box 278, Port St. Joe, FL 32456 ("Sponsor") and The University of Florida Board of Trustees, a public body corporate of the state of Florida with offices at UF Research | Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 ("University"), collectively referred to as the "Parties." Parties agree to the following:

BACKGROUND

University's research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Agreement is aimed to produce results of mutual interest to University and Sponsor.

State of Florida Department of Environmental Protection is providing funding to Sponsor in support of the Project. The Sponsor has identified appropriate or applicable flow-down terms which are included in this Agreement as Appendix C.

SECTION 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the work that is set forth in Appendix A attached hereto ("Project") according to the standards of a United States institution of higher education.
- 1.2 Period of Performance. The period of performance for the Project will begin on May 1, 2022 and end on April 30, 2024.
- 1.3 Principal Investigator. JEFFREY CARNEY ("Principal Investigator") is responsible for performance of the Project on behalf of University. If JEFFREY CARNEY ceases to serve as Principal Investigator for any reason, University shall notify Sponsor, and University and Sponsor shall agree on a replacement within sixty (60) days. In the event that Parties cannot find a mutually acceptable replacement, then University or Sponsor may terminate this Agreement in accordance with Section 9 of this Agreement.
- 1.4 Sponsor Technical Representative. [NAME] ("Sponsor Technical Representative") is Sponsor's principal representative regarding technical matters. Sponsor may change its Sponsor Technical Representative upon reasonable written notice to University.
- 1.5 Consultation. The Sponsor Technical Representative may consult with the Principal Investigator regarding the Project. University shall have sole discretion on access to work in University facilities but shall make such work available to Sponsor on a reasonable basis

at a time and manner determined by the Principal Investigator.

SECTION 2 – BUDGET & PAYMENTS

- 2.1 Total Funding. Sponsor shall fund a maximum amount of Two Hundred Eighteen Thousand Eight Hundred and Ninety Five Dollars (\$218,895) for the COST REIMBURSABLE Project, paid in accordance with Section 2.2. The Project budget is attached hereto as Appendix B. University may re-budget costs at the discretion of the Principal Investigator, as long as costs support the goals of the Project.

2.2 Payments.

University will submit invoices no more frequently than monthly by major budget category.

Payments are due within thirty (30) days from receipt of invoice. Sponsor shall pay interest to University on balances unpaid longer than thirty (30) days at a rate of twelve percent (12%) per annum. Sponsor shall pay University for all costs of collecting unpaid balances, including any third-party collection fees, attorney's fees and court costs the University may incur to collect outstanding balances.

2.3 Billing Addresses.

University shall send invoices to: Charlotte Pierce
SPONSOR EMAIL/ BILLING ADDRESS:

Sponsor shall remit payments to: University of Florida
Revenue Team, Contracts & Grants Accounting
33 Tigert Hall
PO Box 113001
Gainesville, FL 32611
e-mail: cgrevenue@admin.ufl.edu
phone: 352-392-1235

Sponsor shall include University Agreement number (AGR00026156) on each payment.

SECTION 3 –CONFIDENTIAL INFORMATION

3.1 Confidential Information.

- (a) Definition. "Confidential Information" means any and all non-public information owned or controlled by one Party ("Disclosing Party") disclosed to the other ("Receiving Party") in connection with the Project that is specifically marked as confidential at the

time of disclosure or if not able to be marked, identified as confidential and followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. The Receiving Party shall use the Confidential Information solely for the performance of the Project and for no other purpose and may disclose Confidential Information only to its directors, officers, employees, and agents who need to know the Confidential Information for the performance of the Project. The obligations of the Receiving Party under this Agreement will survive termination or expiration and continue for three (3) years after disclosure of Confidential Information. University may refuse to accept any Confidential Information offered by Sponsor.

(c) Exceptions. The obligations of Subsection 3.1(b) do not apply to information that is (i) publicly available; (ii) independently known, developed, or discovered without use of Confidential Information; (iii) made available by a third party without a known obligation of confidentiality to the Disclosing Party; or (iv) required to be disclosed to comply with a law, regulation, or court or administrative order provided that the Receiving Party uses reasonable efforts to provide prior written notice to the Disclosing Party.

(d) Return. Upon expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return all originals and copies of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose.

SECTION 4 – RESULTS AND DATA

“Research Results” means data and technical information that are recorded in performance of the Project. Research Results are expressly excluded from the definitions of Inventions and Project Materials in Section 6.1. University shall own all right, title and interest in and to any and all Research Results developed from and arising out of the Project.

SECTION 5 –DELIVERABLES AND PUBLICATIONS

5.1 Deliverables. The Principal Investigator shall deliver the following to the Sponsor Technical Representative. Subject to the provisions of Section 5.2, Section 6 and Section

7, University grants Sponsor an irrevocable, non-exclusive right to use, disclose, reproduce, distribute, and prepare derivative works from Deliverables.

<u>Deliverable</u>	<u>Due Date</u>
1. Stakeholder Engagement and Scoping	1. March 31, 2024
2. Vulnerability Assessment	2. March 31, 2024
3. Peril of Flood Compliance	3. March 31, 2024
4. Adaptation Plan	4. March 31, 2024

- 5.2 Publications. University reserves the right to make or allow to be made scholarly disclosures of the findings of the Project, including but not limited to, publication in scholarly journals, presentations at academic and other conferences, disclosures to University and non-University scholars, and disclosures in grant and funding applications. University will not disclose any Sponsor Confidential Information and will provide an appropriate acknowledgement of Sponsor's support or other role in the Project.

SECTION 6 -- PROJECT INTELLECTUAL PROPERTY

6.1 Definitions.

(a) "Inventions" means any inventions or discoveries conceived under this Agreement; the term conceived shall be construed in accordance with its meaning under U.S. patent law.

(b) "Project Materials" means tangible materials and any associated know-how that are generated by the University under this Agreement.

- 6.2 Background Intellectual Property. Neither Party transfers to the other Party by operation of this Agreement any patent right, copyright, or other tangible or intangible proprietary right existing as of the Effective Date or developed outside the scope of this Agreement.

Nothing in this Agreement shall be construed by implication, estoppel, or otherwise as a license to such rights.

- 6.3 Ownership. Inventions conceived by the University shall be owned by University. Inventions conceived by the Sponsor shall be owned by Sponsor. Inventions conceived jointly by University and Sponsor shall be jointly owned by University and Sponsor. Project Materials shall be owned by University.
- 6.4 Disclosure. University shall provide Sponsor with written disclosure of any Invention or Project Materials promptly after it is disclosed to UF Innovate. Sponsor shall provide UF Innovate with a written disclosure of any Inventions disclosed to Sponsor. Each Party shall retain all disclosures submitted by the other Party as Confidential Information of the Disclosing Party, subject to any rights as owner of the Receiving Party.
- 6.5 Option Rights. University grants Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University's rights in Inventions and a right to negotiate a worldwide, nonexclusive license to University's rights in Project Materials (the "Option Right"). Sponsor's Option right commences when University submits a disclosure pursuant to Section 6.4 and expires ninety (90) days after such disclosure ("Option Period"). Sponsor may exercise the Option Right by written notice to UF Innovate during the Option Period. If Sponsor exercises the Option Right, UF Innovate and Sponsor shall negotiate a license agreement in good faith for a period not to exceed six (6) months after Sponsor's exercise of the Option Right. The terms of the license agreement will be based on fair market value, and among other customary terms, will obligate Sponsor to diligently develop the Invention for practical application. Unless an extension has been mutually agreed to, at the end of the Option Period or, if the Option Right is exercised, the six-month negotiation period, University shall have no further obligation to Sponsor with regard to that Invention or Project Materials and is free to license its rights therein to any third party.
- 6.6 Patent Rights. At the request of Sponsor during the Option Period, University will prepare and file a patent application for an Invention using patent counsel selected by University and reasonably acceptable to Sponsor. Sponsor shall reimburse University within thirty (30) days of invoice for all reasonable patent-related expenses incurred during the Option Period and, if the Option Right is exercised, the negotiation period. University shall provide Sponsor with reasonable opportunity to review and comment on the draft patent application, which shall be Confidential Information of University. If Sponsor declines to support a patent application, fails to respond within the Option Period or decides to discontinue the financial support of the patent applications, University may file or continue prosecution at University's sole expense with no further obligation to Sponsor.
- 6.7 Copyrightable Works. University or its employees own any copyrighted or copyrightable works that are created by University employees in the performance of the Project.

- 6.8 If any Invention has also been funded by the federal government, a non-profit organization or state or local agency, this Agreement and the grant of any rights in that Invention is are subject to the terms that attach to such funding, including, in the case of the federal government, as set forth in 35 U.S.C. §§ 201, 37 C.F.R. Part 401. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term of this Agreement is invalid and the Parties shall modify the term in accordance with Section 11.4 of this Agreement to comply therewith.

SECTION 7 - PUBLICITY

Neither Party shall use the other's name, crest, logo, trademark or registered image without the express written permission of that Party. In the case of University, consent must be provided by its Office of Strategic Communications and Marketing. Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the Project, including in order to comply with (i) governmental disclosure obligations or (ii) Sponsor's reporting policies.

SECTION 8 – WARRANTY DISCLAIMER; LIABILITY; INSURANCE

- 8.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OR RESULTS OF THE PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR REPORTS, RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF, INCLUDING BUT NOT LIMITED TO, REPORTS, RESEARCH RESULTS, OR INVENTIONS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 8.2 Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this Agreement and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.
- 8.3 Insurance. University, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by University, and will provide its Certificate of Insurance upon request.

SECTION 9 - TERMINATION

- 9.1 Termination. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other.
- 9.2 Termination for Breach. If either Party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt. Material breach includes but is not limited to failure to provide any resources such as payment of any amounts due under this Agreement.
- 9.3 Surviving Terms. Expiration or termination of this Agreement by either Party without cause under Section 9.1 does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination. Sponsor's rights in Section 6 do not survive termination for material breach by Sponsor and any licenses or options granted in Section 6 shall be null and void.
- 9.4 Payments on Termination. Upon early termination of this Agreement by either Party for any reason, University will cease further obligation of funds and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. Sponsor will pay University for costs incurred up to the date of termination and any non-cancellable expenses obligated on or before the date of termination.

SECTION 10 - NOTICES

The Parties shall provide all notices for this Agreement to the Administrative contact with a copy to the Technical Matters contact. All notices shall be provided in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

<p>If to Sponsor</p> <p>Administrative: <u>[SPONSOR FISCAL CONTACT]</u></p> <p>[Line 2] [Line 3] [Line 4] [Line 5]</p>	<p>If to University:</p> <p>Administrative:</p> <p>Division of Sponsored Programs University of Florida 207 Grinter Hall Gainesville, FL 32611-5500 (352) 392-9267 ufawards@ufl.edu</p>
--	---

<p>Technical Matters:</p> <p><u>[SPONSOR TECHNICAL REPRESENTATIVE]</u></p> <p>[Address]</p> <p>[Phone Number]</p> <p>[Email]</p>	<p>Technical Matters:</p> <p><u>Jeffrey Carney</u></p> <p>PO Box 115702</p> <p>GAINESVILLE, FL, 32611-5702</p> <p>352-294-3373</p> <p><u>j.carney@ufl.edu</u></p> <p>Intellectual Property Disclosure/Notices: <u>techlicensing@research.ufl.edu</u></p> <p>Office of Strategic Communications and Marketing: <u>news@ufl.edu</u></p>
--	---

SECTION 11 -- MISCELLANEOUS

- 11.1 Independent Contractor. University and Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 11.2 Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in Alachua County, Florida.
- 11.3 Assignment. Neither Party may assign this Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 11.4 Agreement Modification or Amendment. The Parties may only modify or amend this Agreement by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A purchase order may only be used for billing purposes. No other terms of this Agreement may be modified by terms included in a purchase order. The terms and conditions of such a purchase order do not apply, and such terms or conditions in a purchase order are null and void.
- 11.5 Force Majeure. Neither Party is responsible for delays in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder) resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, pandemic or riot, provided that the

nonperforming Party uses reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.

- 11.6 Export Controls. Both Parties acknowledge that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), as amended. Both parties further agree that if the export laws are applicable, it will not disclose or re-export any technical data/materials received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless the Parties have obtained prior written authorization from the appropriate U.S. government agency. Should Sponsor intend to disclose export controlled technology or items to University, Sponsor will disclose the United States Munitions List (USML) Category or Export Control Classification Number (ECCN), as appropriate, to University Administrative Contact (identified in Section 10) prior to disclosure. University reserves the right to decline receipt of export controlled technology or items.
- 11.7 Dispute Resolution. The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties must submit to formal mediation in Gainesville, Florida, or other mutually agreed upon dispute resolution options failing which either Party may pursue any remedies legally available.
- 11.8 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve, to the extent possible, their original intent.
- 11.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 11.10 Counterparts and Execution. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of

this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.

- 11.11 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.
- 11.12 Order of Precedence. In the event of any inconsistencies between the provisions set forth by this Agreement, the inconsistency shall be resolved by giving precedence in the following order (1) this Agreement, (2) Appendix B, (3) Appendix C, (4) Appendix A.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF PORT ST. JOE

THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES

Signature by: _____

Name:

Title:

Date:

Signature by: _____

Name:

Title:

Date:

I acknowledge the Agreement and agree to be bound by its terms.

JEFFREY CARNEY
Principal Investigator

APPENDIX A PROJECT

Title: Resilient Port St. Joe

Statement of Work: A fundamental challenge facing coastal communities is balancing the shorter-term economic benefits of growth with the longer-term vulnerabilities brought on by climate change. Without careful alignment of the benefits and risks, coastal development in communities like Port St. Joe can increase vulnerability to the very residents they aim to support. The objective of this grant is to provide Port St. Joe with the data, tools, and process to harness ambitious coastal development as a tool for resilience and climate change adaptation. The following are the main objectives of the work.

Deliverables:

1. Stakeholder Engagement and Scoping
2. Vulnerability Assessments, other than that necessary for compliance with Peril of Flood, that identify or address risks of flooding and sea level rise;
3. Peril of Flood Compliance
4. Development of adaptation/resilience plans and schematic projects that allow for preparation for threats from flooding and sea level rise;

**APPENDIX B
BUDGET**

Current All-Period Totals	Period 1	Period 2	Cumulative
Personnel:	\$82,729	\$86,208	\$167,937
Salaries	\$70,252	\$72,358	\$142,610
Fringe	\$12,477	\$12,850	\$25,327
General:	\$16,077	\$14,981	\$31,058
Equipment	\$0	\$0	\$0
Travel - Domestic	\$2,000	\$2,000	\$4,000
Travel - Foreign	\$0	\$0	\$0
Participant Support	\$2,000	\$2,000	\$4,000
Material and Supplies	\$1,000	\$1,000	\$2,000
Publication Costs	\$0	\$0	\$0
Consultant Services	\$2,003	\$0	\$2,003
Computer Services	\$0	\$0	\$0
Rental/User Fees - Equipment or Facility	\$0	\$0	\$0
Alterations and Renovations	\$0	\$0	\$0
Other			
Tuition	\$9,074	\$9,981	\$19,055
Animal	\$0	\$0	\$0
Patient Care	\$0	\$0	\$0
Human Subject Payment	\$0	\$0	\$0
Scholarships and Fellowships	\$0	\$0	\$0
Other	\$0	\$0	\$0
Trainee:	\$0	\$0	\$0
Subaward:	\$0	\$0	\$0
Subaward Direct	\$0	\$0	\$0
Subaward Indirect	\$0	\$0	\$0
Total Direct less Subaward Indirect:	\$98,806	\$100,189	\$198,995
Total Direct:	\$98,806	\$100,189	\$198,995
Total Indirect:	\$9,881	\$10,019	\$19,900
Project Total:	\$108,687	\$110,208	\$218,895

**APPENDIX C
FLOW-DOWN TERMS**

[If applicable; remove Appendix C if no Flow-Down Terms]



P. 850.215.1285 F. 850.215.1286
450 Magnolia Avenue
Panama City, Florida 32401

October 4, 2022

**Mr. Jim Anderson
City Manager
City of Port St. Joe
City Hall
Post Office Box 278
Port St. Joe, Florida 32457**

Sent via email to: janderson@psj.fl.gov

**RE: Wastewater System Evaluation
Professional Scope of Services
Anchor Project No. 1680.003**

Dear Mr. Anderson:

The City of Port St. Joe (City) has requested professional services from Anchor Consulting Engineering and Inspection, Inc. (Anchor) to provide an evaluation of the wastewater system to include ESAD Lift Stations No. 1 and No. 2 in Gulf County, at the intersection of Gulf Aire Drive and U.S. Highway 98 and also the corner of Americus Avenue and Sea Shores Drive.

In addition, Anchor will provide an evaluation of a portion of the 10-inch forcemain that begins at the curve on Beacon Hill Park Road, which then intersects and runs east along U.S. Highway 98, until it turns north on Sea Shores Drive, then turns east on Americus Avenue, where the forcemain will run east along Americus Avenue and end at the Lift Station located between Atlantic St and Bay St.

WASTEWATER SYSTEM EVALUATION SCOPE OF SERVICES

Task A. Data Collection, Site Visit, and Preliminary Analysis

Anchor will provide the following preliminary services:

- Schedule and attend meeting with the City staff to discuss expectations and requirements for the evaluation and project.
- Collect City-data related to existing lift stations, wastewater system data, forcemain plans, etc.
- Conduct on-site inspections to obtain information of the wastewater system.
- Utilize GIS to estimate the number of houses, businesses etc. contributing to each basin.

Task B. Wastewater System Testing, Analysis, and Conceptual Design

As part of this task, the existing lift stations will be monitored to determine approximate flows. This information in addition to the data collected in Task A will be analyzed and evaluated. Together along with any other data such as water billing, if available, will be used to determine the approximate pump and wetwell sizing.

Anchor staff in conjunction with City staff will formulate a forcemain testing plan and together this plan will be executed to determine the viability and deficiencies of the existing 10-inch forcemain (limits of which are described herein).

A conceptual plan for connecting the existing lift stations to the existing forcemain as well as a conceptual site plan for each lift station will be drafted to show the anticipated improvements to the lift station sites and any repairs or upgrades to the existing 10-inch forcemain. From this conceptual plan, Anchor will coordinate with local suppliers, contractors, and other local municipalities to estimate the costs of these improvements.

Task C. Wastewater System Evaluation Report

Anchor will analyze data obtained from the previous tasks and prepare a wastewater system evaluation report, to include an evaluation of the capacity and condition of the existing wastewater pump stations and forcemain. The report will include construction cost estimates of those improvements, implementation and compliance considerations including permitting that would be needed. Maps, exhibits and any other information deemed necessary by the City and Anchor in order to demonstrate the condition of the existing infrastructure and the proposed remedy and costs associated with them will be included.

PROFESSIONAL SERVICES FEE/COMPENSATION

Anchor will complete the above-referenced services for a not-to-exceed fee of **\$23,640.00**.

Task A. Data Collection, Site Visit, and Preliminary Analysis	\$6,215.00
Task B. Wastewater System Testing, Analysis, and Conceptual Design	\$15,325.00
Task C. Wastewater System Evaluation Report	\$2,100.00
Total	\$23,640.00

EXCLUSIONS

The following tasks are not included in this proposal:

- Any services other than those services specifically listed above.
- Wastewater System Design (Concept Design Only)
- Evaluation of the existing collection system
- Inflow and infiltration Analysis
- Roadway Design Services
- Civil Stormwater Design Services
- Surveying Services
- Geotechnical Services
- Environmental Services
- Permitting Application Fees, if any (application, permit, service, etc.)

To execute this proposal, please sign the attached Task Order and Notice to Proceed (Attachment A).

Anchor Consulting Engineering and Inspection, Inc.



Elizabeth S. Moore, P.E.
President

EM/mor

Attachments

COPY: Ms. Brittany Trumbull, P.E., Vice President, Anchor (btrumbull@anchorcei.com)
Ms. Mandy O'Regan, Planning Tech, Anchor (moregan@anchorcei.com)

ATTACHMENT A

**COMBINED TASK ORDER
AND NOTICE TO PROCEED**

TASK ORDER NO. 1680.003

Reference is made to that certain **AGREEMENT FOR PROFESSIONAL SERVICES** between the **CITY OF PORT ST. JOE** and **ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC.** (Consultant) dated **JULY 25, 2022** (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full.

Pursuant to the Agreement, Consultant agrees to perform the specific tasks set forth upon incorporated proposal letter dated **October 4, 2022** relating to the **Wastewater System Evaluation** project.

Consultant's total compensation shall be a not-to-exceed amount of **\$23,640.00**.

Work shall begin immediately upon signed Task Order.

There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Consultant and the City of Port St. Joe, Consultant is directed to proceed.

Parties have caused these presents to be executed in their names on the date shown.

ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC.



10.04.2022

Elizabeth S. Moore, P.E.
President

Date

CITY OF PORT ST. JOE

Jim Anderson
City Manager

Date

Grants Updated- 11/1/22

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FEMA PA	\$9,778,787	Damage from Hurricane Michael
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match.
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded out for Bids to be opened on 8/12/22
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21. Application not approved.
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Approved, waiting on Grant Agreement.
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Bids to be opened on 8/12/22.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. 50% disbursement received.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Application submitted 1/2022. Grant Approved 4/8/22.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. Dewberry is working on the Design.
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 th Street Park. Grant Application submitted 7/15/21. Was not approved.

CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting on Grant Agreement
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21. Was not approved.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22
NOAA	\$280,000	Stormwater Management (H&H) Study submitted on 10/13/22
FDOT	\$100,000	Hwy 98 Beautification Grant submitted on 10/13/22