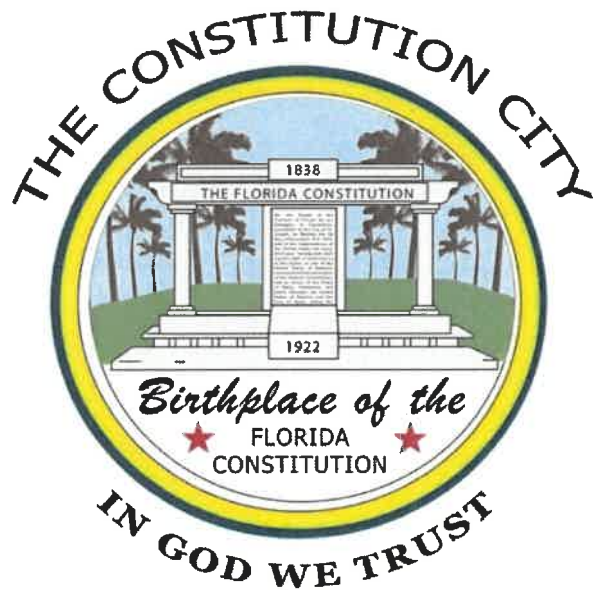


**February 20, 2024
Regular Meeting
12:00 Noon**

**City Commission Chambers
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
Steve Kerigan, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, 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

February 20, 2024

Call to Order

Consent Agenda

Minutes

- Regular Meeting 2/2/24 **Pages 1-6**
- Special Meeting 2/12/24 **Pages 7-8**

City Engineer

- Government Complex- Conceptual Plan **Page 9**

City Attorney

- Update

Old Business

- City Projects **Pages 10-11**

New Business

- Fire Department Mutual Aid Agreement **Page 12**
- State Mutual Aid Agreement **Pages 13-26**
 - Resolution 2024-01
- Centennial Bldg. Renovation Change Order **Pages 27-29**

Public Works

- Update

Surface Water Plant

- Update

Wastewater Plant

- Plant Study RFQ 2023-05 Request to Award **Page 30**
- Sprayfield Expansion- Update

Finance Director

- FEMA- Update
- Grants Reimbursement- Update
- Port Authority Loan Agreement **Pages 31-33**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Grants Update**

Pages 34-35

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, February 6, 2024, at Noon.**

The following were present: Mayor Buzzett, Commissioners Kerigan, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Deputy Clerk Kendall Falkner, and City Attorney Clinton McCahill were also present. Commissioner Hoffman was absent due to the death of his father-in-law.

CONSENT AGENDA

Black History Month Proclamation

Prior to reading the Proclamation, Mayor Buzzett asked the following individuals to come to the front of the Commission Chambers. Shirley Jenkins; Rachel Crews; Simona Williams, Johna Pittman, George Williams, (representing Edwing G. Williams); Frankie Fennell, (representing Alton Fennell); Sandy Quinn, Damon McNair, Commissioner Langston, Marvin Davis, and Robert Farmer. He recognized them for their service as African American leaders and remembered other leaders that are no longer with us, but were represented by their family members.

Minutes

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of January 16, 2024, and the Workshop Meeting of January 30, 2024. All in favor; Motion carried 4-0.

Attorney McCahill read Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers as completed by Commissioner Lowry on January 16, 2024, when he abstained from voting on an issue as he has a business relationship with Developer Ralph Rish.

City Engineer

Lead and Copper Grant Task Order

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to approve the Task Order with Dewberry in the amount of \$51,000. All in favor, Motion carried 4-0.

SCOP Grant Application 2024

A Motion was made by Commissioner Langston, second by Commissioner Kerigan, to reapply for the SCOP Grant to complete Avenues C and D from MLK, Blvd., to Highway 98. All in favor Motion carried 4-0.

Beacon Hill Sewer

The project is going well, they are near the end of wrapping it up, and will be pressure testing shortly.

Allen Memorial SCOP Grant

The survey has been completed, and the project is in design.

Downtown Utilities Phase 2

The project is in design, the City review was completed today, and Dewberry hopes to have an advertisement ready by the end of the week.

HMGP Grant – Elevation of 12 Lift Stations

Dewberry is currently working on the design of the platforms and electrical plan. They anticipate having the project ready for bid in a couple of weeks.

Second Street Conceptual Design

This project is out for bid.

City Attorney

Notice to Vacate Premises – Boy Scout B Troop 0047

The following individuals shared their thoughts on the lease issue. Bill Van Der Tulip, Carl Ivey, Christy McElroy, Terri Hyatt, Matthew Schuab, and Ben Welch.

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to give the Boy and Girl Scout Representatives one week to sign the lease. All in favor; Motion carried 4-0.

Mayor Buzzett paused several minutes for those that needed to leave the meeting time to do so.

Ordinance 296, Unlawful Accumulation Discussion

Attorney McCahill has reviewed the Ordinance and feels that it clear, enforceable, and that no change is necessary before letters are mailed. Chief Richards has reached out to a towing company that will remove vehicles from the owner's property at no charge to the owner.

A Motion was made by Commissioner Langston, second by Commissioner Kerigan, to send letters to those that have an unlawful accumulation of vehicles on their premises. All in favor; Motion carried 4-0.

Old Business

City Projects

There were no questions about City Projects and Mr. Anderson shared that due to the bad weather, the paving of Madison Street would begin tomorrow.

SRF Loan Agreement – Downtown Water Lines Phase II

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve the SRF Loan Agreement in the amount of \$2,161,794. All in favor; Motion carried 4-0.

New Business

Surplus Property Request

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to declare the computer equipment surplus and transfer the equipment to the FSU PC ASCENT project. All in favor, Motion carried 4-0. The items are attached as Exhibit A.

Public Works – John Grantland

FDEP Consent Order

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to accept the FEDP Consent Order allowing 2 years to implement the Valve Exercising Program. All in favor; Motion carried 4-0.

Request to Purchase Meters

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to purchase large meters from Consolidate Pipe and Supply Co., Inc., in the amount of \$58,720.00, as a sole source vendor. All in favor; Motion carried 4-0. There is \$235,000 allotted in this year's budget for these purchases.

Grinder Pumps

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to purchase Grinder Pumps from Pump and process in the amount of \$3,377.50 each. All in favor; Motion carried 4-0. This is an increase of \$684.50 per meter and carried a 5 year warranty.

Matthew Schaub asked questions about the meters that were answered by Mr. Grantland.

Surface Water Plant – Larry McClamma

Mr. McClamma did not have any new updates for the Commission and noted that he is advertising for two Operator Trainee Positions.

Wastewater Plant – Kevin Pettis

Plant Study RFQ Update

Mr. Pettis is meeting with the firms that submitted RFQs. He anticipates having a recommendation at the next meeting.

Spray Field Expansion Update

Dewberry has provided specs for the project, core sampling needs to be conducted, and a RFP will need to be advertised for this.

Repairs have been made to the Bar Screen last week and Mr. Pettis anticipates having to purchase a new one before long. Waste haulers are creating the issues, and he will be rewriting specs for a new screen.

There is 1' 2" of free board in the pond and the plant is pushing water 7 days a week.

Finance Director – Mike Lacour

FEMA Update

Clifford Sims Park repairs are complete except for riprap and that is being worked on.

Grants Reimbursement Update

Mr. Lacour did not have any updates for the Commission.

Code Enforcement

Demo Request: 222 Avenue E Parcel #05834-000R – First Born of the Living God Church

A Motion was made by Commissioner Langston, second by Commissioner Kerigan, to send this request to the County to see if they will help with the project. A Lien will be placed on the property to recover the expenses incurred.

Police Department – Chief Richards

Delineators have been placed at the corner of Avenue A and Highway 98 to avoid cutting across private property.

Because of constant speeding, the speed limit is being reduced from 45 to 35 as you come off the Highway 98 ramp on to the East end of Garrison Avenue. The *Reduce Speed Ahead* Sign will be moved to the off ramp. Enforcement of the new speed limit will begin in several weeks as a sign had to be ordered for the area.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that Deputy Clerk Kendall Falker and Chief Richards, as well as Fire Chief John Ford, have been working on several grants for their respective departments over the past couple of weeks.

Citizens to be Heard

Chester Davis, President NPSJ PAC, requested that their organization be allowed to lease the open space at the Washington Gym to build office space and a classroom for their use. Mayor Buzzett requested that Commissioners look at the site and if everything is satisfactory then Attorney McCahill is to prepare a lease.

Mr. Davis also shared there will be another OSHA Training Class beginning March 11, 2024.

The following individuals shared their concerns about the 10th Street Ball Complex and Field of Dreams property. Jim Martin, Robert Branch, Christy McElroy, and Denise Soholt.

Christina Cordova complimented City Manager Jim Anderson and noted the help that he had been in providing solutions for a place for the Gene Raffield Cheerleaders to practice. She also encouraged the Commission to work together to benefit the community on the lease for the Scout Hut.

Discussion Items by Commissioners

Neither *Commissioners Langston, Kerigan, nor Lowry* had anything else to share with the Commission.

Mayor Buzzett thanked those present for attending the meeting today. He also asked that everyone redirect their passion to find funding for the ball fields.

Motion to Adjourn

There was no other business to come before the Commission, and Mayor Buzzett adjourned the meeting at 1:55 P.M.

Approved this _____ day of _____ 2024.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

Appendix 1 – Equipment List

Device	Service Tag		Monitors	SN	SERV
Precision 5820	5JXJ903	Desktop	Dell	CN-0KW14V-74261-47I-26WB	
Precision 5820	5JXG903	Desktop	Dell		H64DPS2
Precision 5820	5JXH903	Desktop	Dell		D84DPS2
Precision 5820	5JWQ903	Desktop	Dell		G84DPS2
Optiplex 5070	4KFX9Z2	Desktop	Dell	CN-0DT0PH-74261-488-1G7L	
Optiplex 5070	4KCX9Z2	Desktop	Dell		JP8TX83
Optiplex 5070	4KXS9Z2	Desktop	Dell		6SF0RS2
Optiplex 5070	4KJ3BZ2	Desktop	Dell	CN-0G435H-72872-88C-0Y1S-A00	
Optiplex 5070	4KFT9Z2	Desktop			
Optiplex 5070	4KR0BZ2	Desktop			
Optiplex 5070	4KHZ9Z2	Desktop			
Latitude 5500	8SSR2R2	Laptop			
Latitude 5500	5QSR2R2	Laptop			
Latitude 5500	BPTR2R2	Laptop			
Latitude 5500	7NSR2R2	Laptop			
Latitude 5500	7QRR2R2	Laptop			
Optiplex 5070	4KL0BZ2	Desktop			
Optiplex 5070	4KGT9Z2	Desktop			
Optiplex 5070	4KBT9Z2	Desktop			
Optiplex 5070	4KH3BZ2	Desktop			
Optiplex 5050	70YMHV2	Desktop			
Optiplex 5050	70ZFHV2	Desktop			
Optiplex 7020	3RDYY12	Desktop			
Optiplex 5070	4KF0BZ2	Desktop			
Precision 5820	5JXL903	Desktop			
Optiplex 5070	4KXV9Z2	Desktop			
Precision T3610	1TSVM22	Desktop			
Latitude 5591	1523YT2	Laptop			
Latitude E5550	F6RWJ72	Laptop			
Latitude E5551	G0PWJ72	Laptop			
Latitude E5552	91PWJ72	Laptop			

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, February 12, 2024, At Noon.**

The following were present: Mayor Buzzett, Commissioners Kerigan, and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, Finance Director Mike Lacour, Chief of Police Jake Richards, and Deputy Clerk Kendall Falkner were also present. Commissioners Hoffman and Lowry were absent.

The purpose of the meeting was to consider a Workforce Housing Property Agreement and Pickleball Court Expansion Location

CONSENT AGENDA

Workforce Housing Property Purchase Agreement

Pickleball Court Expansion Location

Mayor Buzzett requested that the Pickleball Court Expansion Location topic be moved to the first item to be discussed.

Ben Carnes, representing the developer of the Boat Ramp Inn, LLC, requested that the two new courts for pickleball be relocated to the right side of the current courts because the noise and lighting of the new courts will be an issue for the motel guests and patrons of the White Marlin. Mr. Carnes stated they would pay for the relocation of the two new courts; the expense incurred for Duke Energy to relocate the existing light pole and complete the ground restoration where the two new courts have been framed up. \$22,977.50 has been expended to date on the partially constructed courts, and a quote of \$7,930 has been received to do the ground restoration where the two new courts are.

Ed Mitchem, representing the Pickleball Group, stated that the City is giving them two courts, they are happy with this, and there are no problems.

The following individuals shared their thoughts on the issue. Robert Branch, Fred Crisper, Coleen O'Malley, and Bruce Dunlap.

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to accept the proposal from Mr. Carnes to relocate the two new Pickleball Courts with the following stipulations: Mr. Carnes agreed to remit payment of \$22,977.50 to the City for work already done on the site; Mr. Carnes' work crew will remove work currently done and restore the site to the original condition prior to construction; Mr. Carnes will be responsible for all costs, which are unknown at this time, to relocate electricity that comes from moving the courts to the right side. All in favor; Motion carried 3-0.

Mayor Buzzett paused the meeting for several minutes for people to leave the meeting.

Workforce Housing Property Purchase Agreement

Lighthouse Plaza I, LP (Oikos) has been required by their funding source to have ownership of the property for constructing affordable housing.

A Motion was made by Commissioner Langston, second by Commissioner Kerigan, to enter into an Option Agreement whereby the Option Agreement is done pursuant to and subject to the original MOU; either party may terminate the Option Agreement; the Deed will be subject to all restrictions and covenants in the original deed from the St. Joe Company; if Oikos does not start construction on the project within 12 months of Oikos exercising the option agreement, the property will revert back to the City. All in favor; Motion carried 3-0.

The following individuals shared their thoughts on the issue, Robert Branch and Jim Martin.

Jim Martin also asked if improvements could be made to the sound system. Several employees checked the equipment, did not find anything wrong with it, and will possibly recommend adding more speakers in the back of the room.

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:50 P.M.

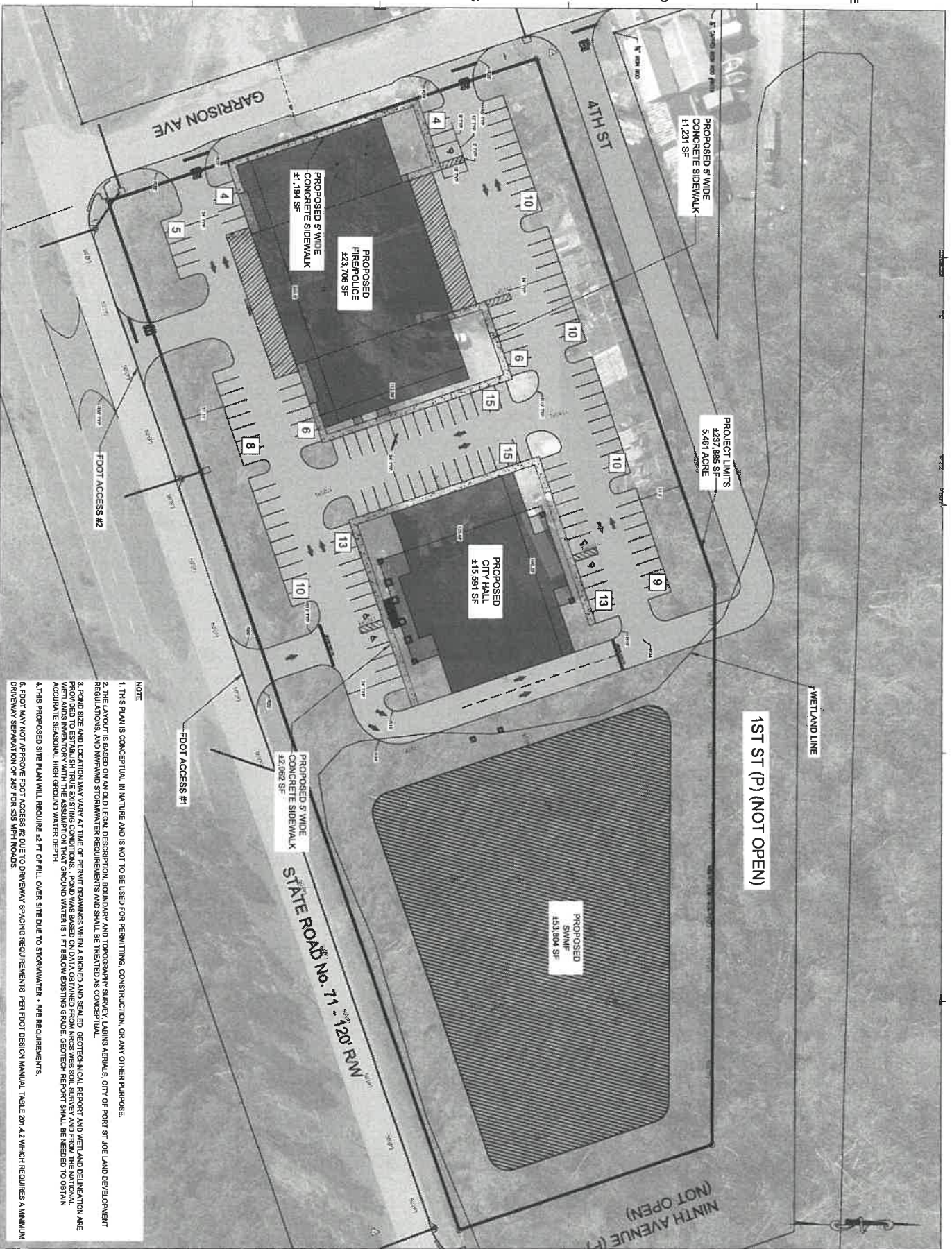
Approved this _____ day of _____ 2024.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date



324 Marina Drive
Port St. Joe, FL 32458
850.227.7200

PORT ST JOE
CITY COMPLEX

CITY OF PORT ST. JOE
GULF COUNTY, FLORIDA

JOSHUA B. BAILEY, P.E. 67529
ED 0006794

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

BCA



REVISIONS					
	NO.	DESCRIPTION	DATE	DRAWN BY	CHECKED BY
				K. GALANOS	J. BOULEY
					G. BROWN
TITLE					JANUARY 2004

CONCEPTUAL SITE PLAN

PROJECT NO. 501462

P4

SHEET NO.

Current City Projects 2/20/24

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board.
- Clifford Sims Park Repairs- RJ Gorman has completed construction and the rock bid was awarded to Monolith Construction.
- Centennial Bldg. Rehab- Under construction with Monolith Construction.
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid and is under review. We are waiting on the State to approve the modified scope of work.
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV work is complete and Anchor Engineering is working on the rehab/replacement plans.
- Long Ave. Paving- Final pay request to mill and resurface 1" on the entire road to be completed in the Spring 2024
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is under Construction.
- 9/5/23 Dewberry tasked to draft a conceptual drawing to add parking along 2nd Street. The project is out for bids.
- 11/7/23 Dewberry has provided a conceptual drawings for the 10th Street Ballfields based on League Representatives. A decision by the Board is needed on how to proceed along with the required funding.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex with Conceptual Plan options. A decision is needed by the Board on which option to utilize.
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields. Staff is working on the bid specs
- 9/26/23 CW Roberts was awarded the contract for the Madison Street Paving Project. CEI Services were awarded to Anchor. Under Construction.
- Downtown Waterline Replacement Phase I, construction began 11/13 by Monolith.

- Downtown Waterline Replacement Phase II- SRF Funding approved and Dewberry is working on the final plans to go out for bids.
- 2/11/24 A Task Order was signed with Dewberry to survey the alley between Bay & Harbor Street for potential stormwater improvements.

**GULF COUNTY BEACHES, HIGHLAND VIEW, &
CITY OF PORT ST. JOE FIRE DEPARTMENTS**

AUTOMATIC AID AGREEMENT

1. This agreement is entered into between Gulf County Beaches VFD, Highland View VFD, and the City of Port St. Joe VFD, all operating in Gulf County, Florida, and the following shall apply.
 - a. Upon receipt of a Fire, Structure or Woods fire call within the City of Port St. Joe VFD, Gulf County Beaches VFD, and Highland View VFD's fire districts, all three departments shall respond as needed, when personnel is available.
 - b. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.
 - c. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
 - d. Each party agrees that it will not seek compensation for services provided under this agreement from the other parties.
2. This agreement may be terminated by any of the parties, giving to the other parties a thirty (30) day notice of termination in writing.

Date: _____

Gulf County Beaches VFD

By: _____

Chief

Date: _____

City of Port St. Joe VFD

By: _____

Chief

Date: _____

HIGHLAND VIEW VFD

By: _____

Chief

Date: _____

By: _____

Gulf County Board of Co. Comm

Date: _____

By: _____

Mayor, City of Port St. Joe

Date: _____

RESOLUTION NO. 2024-01

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be resolved by _____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by _____ on _____:

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

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

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").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes 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 to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. 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*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. 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.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties 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.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each 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 upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities 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 to the location(s) 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;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must 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.

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 Division, 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.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
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www.FloridaDisaster.org

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ARTICLE VIII: COST 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, 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



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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. Upon reasonable notice, the Assisting Party shall make its records available 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 be provided to each Participating Party.
- 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 be provided to each Participating Party.
- C. 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.
- D. 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.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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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. 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.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. 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.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS 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, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are 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 the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are 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. 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 the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. 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.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

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.

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- 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 Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such 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: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a 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.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

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

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STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF Port St Joe
STATE OF FLORIDA

By: _____

By: _____

Title: _____

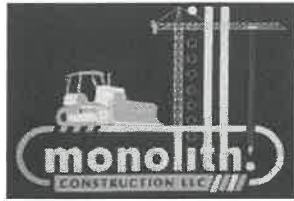
Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



M O N O L I T H C O N S T R U C T I O N L L C

CONTRACTOR INFORMATION

Name	Monolith Construction Chris Karagiannis President
Address	524 First Street
City, State, ZIP	Port St Joe, FL 32456
Phone	850-247-1130
E-mail	office@monolithgc.com
License #	CGC1527448

OWNER INFORMATION

Name	CITY OF PORT ST JOE
Address	305 Cecil G. Costin Sr. Blvd.
City, State, ZIP	Port St. Joe, FL 32456
Phone	850-229-8247
E-mail	

OWNER'S REPRESENTATIVE INFORMATION

Name	Jim Anderson
Address	P. O. Box 278
City, State, ZIP	Port St. Joe, FL 32456
Phone	850-229-8247
E-mail	janderson@psj.fl.gov

Project Name	Centennial Building Renovations Project
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CHANGE ORDER DOCUMENT

SUMMARY

Original contract date	11/16/23
Original contract price	490,000.00
Sum of previous changes	0
Cost of this change	109,551.66
Revised contract price	599,551.66
Paid to date (Including CO)	235,601.20
Remaining balance	363,950.46

I. Details of Change

Description	Price
<u>Additional Painting</u>	
Painting of interior walls, front foyer area walls and ceilings (up to the first landing on the stairs), both men's and women's bathroom walls and ceilings **Paint colors are TBD	\$18,570.85
Repair and replace rotten wood around <u>exterior</u> of windows only, in auditorium area that is causing leaks (12 windows), paint, seal and waterproof new trim material, and window glazing. This will include a 1-year standard warranty against any and all window leaks. ** Included: only the 12 windows in the auditorium area	12,120.00
Remove carpet in front foyer area, and replace with either carpet, Glue down vinyl plank style flooring, or painted concrete. **This is still TBD, but this price reflects all of these options	3,550.20
Sound deadening - 50 acoustic panels 4'x10'x2" thick color TBD, labor, scaffolding and hardware to install all panels. Panels to be installed approx. 8-10 feet high still TBD. This will provide a significant reduction. No panels to be installed on the ceiling. These panels will be on the perimeter walls only **Color and installation height TBD	54,125.68
Stage Curtain and Vallance piece – 13'x30' drape with opener includes labor, tools, scaffolding and materials to install. This is a premium Open Curtain System and the fabric is all Flame Retardant 23oz weight Fabric. **Color of this is still TBD	21,184.93

Total

109,551.66

II. Notes

- A. We request 30 work day extension of the substantial completion date.
- B. Please return a signed copy of this agreement as your acknowledgment of this change.
- C. Change Orders will be paid in full upon the signing of the Change Order, as stated in original contract.
- D. This Change Order incorporates by reference the terms and conditions of the original contract and all change orders approved prior to the acceptance of this agreement.

III. Signatures

A. OWNER: _____ Date _____

B. CONTRACTOR: _____ Date _____

RFQ # 2023-05

City Commission Conference Room

January 5, 2024, at 3:05 P.M.

VENDOR

Kimberly Horn

Bakersville-Dooan, Inc.



PORT ST. JOE PORT AUTHORITY

101 Good Morning St, Ste 101
Port St. Joe, FL 32456-4770
Phone: (850) 229-5240

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

Mr. Anderson,

The Port Authority of the Port of Port St. Joe requests that the City consider revising the Mortgage Note of May 9, 2016, and the Amendment to the Promissory Note and Mortgage Note of October 14, 2019, by extending the terms of the note as follows. The term of the note should be extended to May 21, 2024. The Port Authority will continue to pay \$503.50 per month as before, which will be applied to the principle of the note with the balance due on May 21, 2024.
Best regards,

Guerry P. Magidson, Sr.
Chairman

FIRST AMENDMENT TO PROMISSORY NOTE AND MORTGAGE NOTE

This First Amendment to Promissory Note and Mortgage Note (hereinafter "First Amendment") is made as of this 14th day of October, 2019 (hereinafter "Effective Date"), by and between **PORT ST. JOE PORT AUTHORITY**, (hereinafter "Maker"), whose address is P.O. Box 745, Port St. Joe, Florida 32457, and the **CITY OF PORT ST. JOE, FLORIDA**, a Florida municipal corporation, (hereinafter "Payee"), whose address is 305 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida.

RECITALS

WHEREAS, Payee and Maker entered into that certain Promissory Note and Mortgage Note dated as of May 9, 2016 (hereinafter "Promissory Note and Mortgage"), attached hereto and incorporated herein as Exhibit "A", wherein Payee agreed to loan Two Hundred One Thousand Four Hundred Two Dollars and 00/100 (\$201,402.00) based on the terms and conditions set forth in said Promissory Note and Mortgage.

WHEREAS, included in the Promissory Note and Mortgage was an obligation for Maker to pay three percent (3%) per annum with interest payments in the amount of Five Hundred Three Dollars and 50/100 (\$503.50) being due on May 9, 2019, and each month thereafter.

WHEREAS, pursuant to the terms of Promissory Note and Mortgage final payment is due and owing from Maker on May 9, 2021, in the amount of Two Hundred Twenty Thousand Thirty-One Dollars and 68/100 (\$220,031.68).

WHEREAS, Payee and Maker desire to enter into this First Amendment amending the Promissory Note and Mortgage to remove Maker's obligation to pay interest at the rate of Three percent (3%) per annum.

WHEREAS, Maker has made three (3) interest payments in the amount of Five Hundred Three Dollars and 50/100 (\$503.50), which shall not be applied to the principal of the loan amount.

WHEREAS, Payee and Maker desire for all payments to be made pursuant to the terms of the Promissory Note and Mortgage to be applied solely to the principal amounts owed.

AMENDMENT

The Promissory Note shall be amended as follows;

1. The above recitals are incorporated herein as if fully set forth below.
2. The Promissory Note and Mortgage shall delete any reference to interest being owed upon the loan specified in the Promissory Note and Mortgage; and
3. All payments henceforth made by the Holder shall be applied directly to the principal amount owed; and
4. The Principal amount owed Two Hundred One Thousand Four Hundred Two Dollars and 00/100 (\$201,402.00); and
5. Holder shall make monthly payments in the amount of Five Hundred Three Dollars and 50/100 (\$503.50) which shall be applied to the principal amount owed; and

6. Final payment in the amount of One Hundred Ninety Thousand Eight Hundred Twenty-Eight Dollars and 50/100 (\$190,828.50) shall be due and owing on May 9, 2021.
7. All previous payments made by Holder shall be applied to the interest which was due and owing at that time and at no time shall such payments be construed to be applied to the principal amounts owed.
8. All other terms in the Promissory Note and Mortgage, except those specifically amended and altered by this First Amendment, shall remain in full force and effect.

GENERAL PROVISIONS

9. **No Other Changes to the Promissory Note.** Except as expressly modified by this First Amendment, all other provisions of the Promissory Note and Mortgage shall remain unmodified and continue in full force and effect.
10. **Conflicts with the Promissory Note.** In the event of any conflicts between this First Amendment and the Promissory Note, the provision of this First Amendment shall prevail.
11. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
12. **Authority.** The parties hereto affirm that they are validly constituted entities with full right, power, and authority to enter into the First Amendment and to perform their respective obligations hereunder.
13. **Recording.** This First Amendment shall be recorded in the public records of Gulf County, Florida.

IN WITNESS WHEREOF, Promissory Note and Mortgage Note Payee and Maker have caused this First Amendment to be executed as of the First Amendment Effective Date indicated above.

PORT ST. JOE PORT AUTHORITY
MAKER:

BY: 

TITLE: Chairman

CITY OF PORT ST. JOE, FLORIDA
PAYEE:

By: 
Mayor, Rex Buzzett

Grants Updated- 2/20/24

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
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. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
FDOT/SCOP	\$479,428	Madison Street from Garrison to Long Ave Re-surfacing. Approved. 100% Plan Set sent to FDOT
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. The project has been re-bid. Waiting on Approval of the amended scope of work by the State.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex. The project is on hold.
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received. \$1,000,000 allocated for 10 th Street Sports Complex & \$786,545 for Road Paving.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Approved 4/8/22. Phase I under construction.
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. The collection system is out for bids and the lift station is being constructed.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
NOAA	\$280,000 \$1,563,611	Stormwater Management (H&H) Study, Approved 4/21/23 Phase II Application submitted 12/19/23

FDOT Phase I FDOT Phase II	\$100,000 \$129,580	Hwy 98 Beautification Grant, Approved 12/16/22. Coastal has completed the design. Out for bids Phase II approved 1/10/24
Legislative Request 2023	\$1,500,000	Road Paving, submitted by Clark Smith approved in the 23/24 State Budget
FDEP/SRF	\$102,000 Loan/\$98,000 Grant	Lead and Copper Service Line Inventory. Approved
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23
Legislative Request 2023	\$6,000,000 \$2,000,000	Fire/Police Public Safety Facility Road Paving Workforce Housing Project Submitted 11/10/23
Army Corps of Engineers	TBD, up to \$15,000,000	Stormwater Improvements, Application submitted on 10/18/23
Gulf Consortium	\$750,000	Signed the sub-grant agreement with Gulf County on 10/31/23 for the ESAD Purchase re-imbursement
Dept. of Commerce	\$2,000,000	Rural Infrastructure Fund, Workforce Housing Access Road. Application submitted 11/3/23. Was not approved.