

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

AGENDA	OCTOBER 11, 2011	TIME / PAGE NO.
1. Meeting Called to Order		6:00 p.m.
2. Consent Agenda		1-182
3. County Staff Business		
4. Board Business		
5. Public Discussion		

F.S. 286.0105:

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

CONSENT AGENDA

October 11, 2011

1. Minutes – August 1, 2011 – Special Budget Meeting 1-10
 - September 12, 2011 – Public Hearing 2011-2012 Tentative Budget 11-15
 - September 13, 2011 – Regular Meeting 16-24
 - September 26, 2011 – Public Hearing 2011-2012 Budget. 25-36

2. Approval of Checks and Warrants for September, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.

3. Agreement – American Fidelity Assurance Company (Inmate Medical Benefits) 37-54
Agreement (Sublease) – FL Department of Environmental Protection (Deal Tract). 55-91
Agreement – Medical Examiner Services (Dr. Michael D. Hunter, M.D., P.A.) 92-99

4. Bid Award #1011-33 (LAP C.E.I. Proposals – Cape Bike Path Phase 4) 100

5. Change Order #1 – Bryan-Co Services, Inc. (C.D.B.G. Disaster Recovery Initiative Affordable Rental Housing) 101

6. Fee Waiver – P.D.R.B. (Keith Vargo * \$150.00). 102

7. Grant Agreement (Small County Consolidated Solid Waste Grant) 103-130

8. Inventory – Gulf County E.M.S. (Missing * #210-109 Transport Cot, #210-110 Transport Cot, #210-114 Gateway Computer , #210-122 Honda Portable Generator, #210-138 Ferno Cot, #210-161 Gateway Portable Computer, #210-168 Cardiac Monitor, #210-182 AED Cardiac Defib, #210-183 AED Cardiac Defib, #210-91 Intel Solo Pentium II Laptop Computer) 131
 - Gulf County Public Works (Missing * #70-638 18 HP Briggs Motor, #75-116 Snapper Brush Mower, #75-134 Snapper Mower w/Deck, #75-148 SPE 15 HP Wack Mower, #75-149 Kawasaki 15 HP Engine, #75-167 Kawasaki Trimstar 15/36, #100-536 Scag Stand Up Mower, #75-133 SPE 131 KW Mower w/Deck * Junked * #70-66 Chain Link Fence, #70-584 Siox Steam Cleaner, #70-696 Honda 3" Trash Pump, #70-720 Intel Core Notebook Computer, #70-722 Sabre Intel Core Computer, #70-755 Waterous Cpk 2-Pump, #70-756 Water Tank, #70-337 Solid Waste Trailer, #72-10 Pro Desktop Computer, #72-18 Personal Computer, #72-25 Dell Computer, #75-109 John Deere 17.5 HP Tractor, #75-112 Simplicity Brush Mower, #75-139 Cub Cadet Lawn Mower, #100-551 52" Scag Mower, #100-587 1973 Ford S750 Fire Truck, #320-29 1978 Ford Fire Truck, #206-3 Scag 48" Zero Turn Mower * Sold w/ Road Department * #70-405 Ultra Tank used oil collection, #100-452 Gasboy Fleet Key Fuel System) 132-134

- Gulf County Sheriff's Department (Transfer to Wewahitchka Search & Rescue * 2001 Dodge Dakota Vin #1B7GG2AN51S194076)	135
- South Gulf County Volunteer Fire Department, Inc. (Transferred * # 295-23 Used Stang Deck Gun, #295-33 2000 Gallon used water tank, #295-22 1976 Seagrave Custom Pumper, #295-44 1994 Ford F-250 Brush Truck, * Replaced * #295-3 Pagers w/Chargers, * Scrapped * #295-34 MSA Ultra Lite II SCBA, #295-37 Scotsman AC25SAE-1A Icemaker, #295-40 4 MSA Breathing Apparatus, #295-74 XF-F752P Radio, #295-75 XF-F752P Radio, #295-8 Self Contained Breathing Apparatus)	136
- Wewahitchka E.M.S. (Junked * #220-31 CPR Trainer, #220-41 Radio Repeater, #220-66 2-Hand Held Radios, #220-74 UHF Pager * Missing * #220-71 Ferno Cot, #220-133 Ferno Cot)	137
9. Invoices – Agency for Healthcare Administration (Florida Medicaid * 1 st Quarter 2011-2012 * \$4,079.00 * to be paid from Account #51161-82000)	138
- Agency for Healthcare Administration (Florida Medicaid * 1 st Quarter 2011-2012 * \$115,523.00 * to be paid from Account #51161-82000)	139
- Atkins North America, Inc. - Cape San Blas Bike Path Phase III (Invoice #1122965 * \$23,545.19 * to be paid from Account #40341-31000)	140
- Bryan-Co Services, Inc. – C.D.B.G.-D.R.I. Affordable Rental Housing – Moss Creek Apartments (Application #1 * \$31,150.40 * to be paid from Account #113554-34000)	141
- BT Conferencing Video, Inc. - Courthouse Security (Invoice #045159 * \$9,293.18 * State Contract #880.000.09-1)	142
- Coast2Coast – Gulf County T.D.C. POJO T-Shirts (Invoice #6948 * \$3,125.00 * to be paid from Account #27952-48001)	143
- County Attorney Jeremy Novak (September 16-30, 2011 * \$6,085.63 * to be paid from Account #21314-31100)	144-146
- Florida Sheriff's Risk Management Fund (Invoice #PLMC-1000026 * \$3,389.00 * to be paid from Account #21111-45000)	147-153
- Jordan & Associates – C.D.B.G. Grant Administration Services (Invoice #11-K15-A10 * \$1,593.00 to be paid from Account #113538-31000, \$434.00 to be paid from Account #113535-31000, \$223.00 to be paid from Account #113554-31000)	154

- Lock Dock Locksmith – E.O.C. (Invoice #16236 * \$2,667.91 * Sole Source Item to be paid from 39125-52000 * Invoice #16237 * \$4,262.54 * Sole Source Item to be paid from Account #39125-52000)	155-157
- Preferred Governmental Insurance Trust – Workers Compensation (Invoice #35024 * \$24,307.50 * to be paid from Account #21111-45000)	158
- Provisions , Inc. – Gulf County T.D.C. POJO Festival (\$8,443.20 * to be paid from Account #327452-48001)	159-166
- Public Risk Insurance Agency (Invoice #21596 * \$137,348.50 * to be paid from Account #21111-45000)	167
- St. Joseph Bay Humane Society – Animal Control (September, 2011 * \$2,526.00 * to be paid from Account #43262-82000)	168-170
10. Purchase Request – Gulf County Public Works (Six (6) Skag Mowers and Twenty (20) Stihl Weed Eaters * to be paid from Carryover Funds)	171
- Gulf County Mosquito Control (Permanone 30-30 EPA Reg. No. 432-1235, BVA Spray 13 or equivalent and Fyfanon ULV EPA Reg. No. 67760-34 from Adapco * Sole Source Provider)	172-173
11. Reimbursement – 2010-2011 Payroll Deductions (Towan Kopinsky * \$1,799.60)	174-175
12. Supplemental Budget Hearing (October 25, 2011 @ 5:45 p.m., E.T.)	176
13. Tipping Fee Waiver – GAC Contractors (\$2,187.45)	177
14. Tipping Fee Write-Off – Uncollectable (Solid Waste Haulers \$2,818.40, Steve Kent \$319.16, Warrick Construction \$687.25)	178
15. Travel – 2011 Coastal Counties Forum (Savannah, GA * October 27-28, 2011)	179
- 2011-2012 FAC Legislative Conference (November 15-18, 2011)	180
- 2012 National Hurricane Conference (Orlando, FL * March 26-29, 2011)	181-182

AUGUST 1, 2011

PORT ST. JOE, FLORIDA

SPECIAL BUDGET MEETING

The Gulf County Board of County Commissioners met this date in a special budget meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, Clerk of Court Rebecca L. Norris, Clerk Finance Director Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Gulf County E.M.S. Director Houston Whitfield, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Public Works Director Joe Danford, Assistant Public Works Director Bobby Knee, Sheriff's Office Captain Ricky Tolbert, Sheriff's Office Investigator Greg Skipper, Sheriff's Office Investigator Shane Lee, Sheriff's Office Major Bobby Plair, and T.D.C. Director Tim Kerigan.

Chairman Yeager called the meeting to order at 5:00 p.m., E.T.

2011-2012 PROPOSED BUDGET

Upon request by Chairman Yeager, Clerk Norris reported the millage rate is 5.7541 County Wide, which is less than the current operating millage rate. She discussed some additional changes (housekeeping items and requests from departments) for the Board to consider (1) T.D.C. Cash Carry Forward was overstated because of additional expenditures in the 2010-2011 budget that were not budgeted/accounted for, (2) E9-1-1 Cash Carry Forward (\$16,000.00) was overstated due to the Boards action on July 26th to purchase a recorder, (3) St. Joe Fire Control District Cash Carry Forward (\$50,000.00) is overstated due to the Board action on July 26th to purchase a brush truck for the Beaches Fire Department, (4) General Fund (\$6,800.00) decrease in the Infrastructure Reserve due to a pending Budget Amendment #6, which will be in the next Agenda packet, (5) General Fund (\$16,500.00) to repay the State S.H.I.P. Program for the Williamsburg lots which was approved at the July 26th meeting, and (6) General Fund line items changes requested by Emergency Management secretary Stephanie Richardson on July 28th in the E.M.P.G/E.M.P.A. grants, stating that none of these budget changes will affect the ad valorem taxes, and recommended the Board approve. Commissioner Smiley motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously.

RESOLUTION #2011-17

Clerk Norris recommended the Board adopt proposed Resolution #2011-17, due to changes necessitated as a result of Washington Gym expenses, and a request from the Overstreet Fire Department to carry forward additional cash. Clerk Finance Officer Hand reported this resolution will increase the ad valorem taxes by \$1,864.00 due to approved expenses for the Washington Gym. Commissioner McLemore motioned to adopt the proposed resolution. Commissioner Smiley seconded the motion, and it passed unanimously.

RESOLUTION #2011-17

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional ad valorem taxes in the General Fund and additional cash carry forward in the Overstreet Fire District Fund for the 2011-2012 fiscal year that was not included in the proposed budget dated 07-15-2011; and

WHEREAS, said additional revenue will be used for expenditures in fiscal year 2011-2012;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the 2011-2012 proposed budget be increased as follows:

GENERAL FUND

REVENUE:

00111-10000 Current Ad Valorem Taxes	\$ 1,864.00
00198-99000 Balance Brt. Forward:Cash	\$ (10,000.00)
Less 5%:	
00197-98000 Less 5%	\$ (93.00)

EXPENDITURES:

Reserves:	
99984-97000 Restricted Reserves	\$ (8,229.00)

OVERSTREET FIRE DISTRICT FUND

REVENUE:

BALANCE BROUGHT FORWARD:	
10898-99000 Balance Brt. Forward:Cash	\$ 4,500.00

EXPENDITURES:

Overstreet Fire Department:	
32622-64000 Equipment	\$ 4,500.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this 1st day of August, 2011.
(End)

RESOLUTION #2011-18

Clerk Norris recommended the Board adopt proposed Resolution #2011-18 for additional revenue in the General Fund, Tourist Development Fund and additional Cash Carry Forward in the St. Joe Fire District Fund for the 2011-2012 fiscal year, not included in the proposed budget dated July 15, 2011. Commissioner Smiley motioned to adopt the proposed resolution. Commissioner Williams seconded the motion, and it passed unanimously.

RESOLUTION #2011-18

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional revenue in the General Fund, Tourist Development Fund and additional cash carry forward in the St Joe Fire District Fund for the 2011-2012 fiscal year that was not included in the proposed budget dated 07-15-2011; and

WHEREAS, said additional revenue will be used for expenditures in fiscal year 2011-2012.

NOW, THEREFORE, BE IT RESOLVED as follows:

That the 2011-2012 proposed budget be increased as follows:

GENERAL FUND

REVENUE:

00142-10000 Law Enforcement Services – City of Wewa	\$ 2,400.00
00115-00000 Communications Services Tax	\$ 39,833.00
00135-19002 Amendment 1 Reim from State	\$ 63,550.00
Reduction in Ad Valorem Taxes:	\$ (95,287.00)

EXPENDITURES:

Sheriff:

31021-91003 Budget Transfer – Law Enforcement Srvs	\$ 2,400.00
22652-83000 PSJ Downtown Redevelopment Agency	\$ 8,096.00

TOURIST DEVELOPMENT FUND

REVENUE:

60069-90000 BP3 Tourism Funds	\$ 187,178.00
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EXPENDITURES:

Tourist Development:

27452-48000BP3 Promotion	\$ 150,000.00
27452-49200BP3 Advertising	\$ 37,178.00

ST JOE FIRE DISTRICT FUND

REVENUE:

BALANCE BROUGHT FORWARD – WHITE CITY VFD:

10698-99000 Balance Brt. Forward:Cash \$ 390,000.00

EXPENDITURES:

White City Fire Department:

32322-64001 Equipment >\$5,000 \$ 390,000.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this 1st day of August, 2011.

(End)

TUPELO FIRE CONTROL

Commissioner McDaniel inquired about the disparity among the three (3) fire departments within the Tupelo Fire Control District (page 53) for office supplies (Wetappo Creek \$100.00/Dalkeith \$100.00/Stone Mill Creek \$5,003.00). At Chairman Yeager's request, Chief Administrator Butler explained the fire departments determine how much each one gets, in consultation with the Commissioner for that district; stating it is budgeted according to need, and possibly line items are mixed up, not always knowing the difference between office supplies and operating expenses. Chairman Yeager stated at some time the Board needs to take part of the Fire Control District funds and have a fire department head to review each fire department to determine their exact need. Assistant Administrator Hammond remarked they may have used this line item as a catch-all for equipment.

MISCELLANEOUS REVENUES/AMBULANCE FEES/COMMUNICATIONS SERVICE TAX

Commissioner McDaniel asked about miscellaneous revenue in the amount of \$216,980.00 (page 3). Clerk Finance Director Hand explained this is a combination of all funds, stating a good portion of this is the BP Deepwater Horizon Oil Spill money, and interest. Upon inquiry by Commissioner McDaniel concerning ambulance fees (page 10), Chairman Yeager and Clerk Norris explained the two units' revenues are now combined because the billing agency cannot separate the fees. Commissioner McDaniel asked about the communications service tax increase and Clerk Norris explained the State had revised their revenue estimates, resulting in an increase from \$50,000.00 to \$89,853.00.

ECONOMIC DEVELOPMENT COUNCIL/CHAMBER OF COMMERCE

Referring to page 19, Commissioner McDaniel asked why the 2010-2011 County Development combined amount for Aid to E.D.C. and the Chamber of Commerce jumped from \$39,700.00 to \$83,000.00. Chairman Yeager stated the E.D.C. and Chamber combined forces and submitted a budget proposal of \$83,000.00.

SAFETY PROGRAM

Upon inquiry by Commissioner McDaniel concerning the safety program (page 17), Chairman Yeager noted the safety department and Human Resource/Risk Management department are now combined.

GRANTS

Commissioner McDaniel inquired about the multiple grants showing in the proposed budget and asked if they were already approved or just floating. Grant Writer Kopinsky stated some were already approved but some may be near completion and may be revised at the final budget hearing. She noted these grants were a "wash" and did not affect ad valorem taxes.

PROFESSIONAL SERVICES

Upon Commissioner McDaniel inquiry, Deputy Administrator Lanier explained the professional services line items throughout the budget are relative to contracts within each department and reported the professional services line item in the Board's budget is for lobbyist and environmental work.

VOTING PRECINCT/ELECTIONS EQUIPMENT

Commissioner McLemore asked about the voting precincts, the library, and the Humane Society. Chairman Yeager noted there was no change in the library funding. Chairman Yeager stated he would like to see the Board go to one precinct per district and discussed the number of absentee and early votes (nearly 60%). Commissioner McLemore noted he disagreed to one precinct per district, and so moved to keep the precincts as they are now. Commissioner Williams seconded the motion. Chairman Yeager reminded the Board of the hit the County will take when the new State mandated equipment has to be purchased for all these precincts. Commissioner McDaniel noted he agreed with Commissioner McLemore; stating that policy changes may need to be addressed during the redistricting process. Upon inquiry by Commissioner Williams, Assistant Administrator Hammond reported the county will have to come up with \$150,000.00 for new equipment by the 2014 election. The motion then passed 4-1, with Chairman Yeager opposing.

HUMANE SOCIETY

Chairman Yeager confirmed, after Commissioner McLemore's inquiry, the Humane Society budget was reduced by 15%. Commissioner McLemore commended the Humane Society for doing an invaluable job for the County. Commissioner McLemore motioned to increase Humane Society-Aid to Private Organizations by 15%, funding them at the same amount as fiscal year 2010-11. With Commissioner McDaniel's second, the motion passed 5-0.

PARKS AND RECREATION DEPARTMENT

Commissioner McDaniel inquired about the T. L. James Park in Wewahitchka and the \$13,671.00 budgeted for Aid to Government Agencies-Wewa. Chairman Yeager stated the reason this was funded in the past was there was an acknowledgement that a lot of

people outside the city limits use this park. He further discussed the parks within the city limits of Port St. Joe; stating the County does not supplement the City of Port St. Joe for their parks. Chairman Yeager stated the County can help at T. L. James Park through inmate assistance. Commissioner Williams moved to decrease Parks and Recreation/Aid to Government Agencies-Wewa by \$13,671.00. Chairman Yeager passed the Chair to Commissioner McDaniel and seconded the motion. The motion failed 3-2, with Chairman McDaniel, and Commissioners Smiley and McLemore opposing. Chairman McDaniel returned to Chair to Commissioner Yeager.

DOWNTOWN REDEVELOPMENT AGENCY

Upon inquiry by Commissioner McDaniel, Commissioner Williams stated the City of Wewahitchka is not included in the D.R.A. Chairman Yeager noted this is established by a Community Development Agency and is based on a "base-line" number. Clerk Norris stated that the P.S.J.D.R.A. obligation shows a decrease of \$7,693.00 (page 16).

COUNTY COMMISSIONERS-PROFESSIONAL SERVICES/RESERVES

Chairman Yeager discussed future lobbying efforts and then proposed reducing this line item by \$50,000.00. Commissioner McLemore motioned to decrease Board of County Commissioners-Professional Services by \$50,000.00, and increase General Fund-Reserve for Contingencies by \$25,000.00. Commissioner Smiley seconded the motion and it passed unanimously.

BOCC COMMUNICATIONS/HUMAN RESOURCE-RISK MANAGEMENT/VACATION AND SICK LEAVE BUY BACK

Tom Semmes appeared before the Board and inquired about the difference in Board of County Commission-Communications line items by District, asking why Districts 2 & 3 are \$1,500.00 each. Deputy Administrator Lanier reported communications is based on usage of cell phones, internet use for Blackberry (smart phones), and some Commissioners have fax lines, others do not. Mr. Semmes asked about the Other Current Charges-Wellness Program line items in both the Board of County Commissioners and Human Resource departments. Deputy Administrator Lanier noted the \$4,000.00 under the Board of County Commissioner is not for wellness, but for drug screening and physicals for employees. Mr. Semmes discussed the \$22,421.00 budgeted for vacation buy-back. Chairman Yeager explained this is an industry standard and due to low staffing levels; the County is willing to buy back their vacation. Assistant Administrator Hammond explained it can save in overtime up to 50% in covering the shifts for E.M.S. and Jail. Chairman Yeager noted vacation buy-back is not spent for other things but is carried forward. Mr. Semmes inquired about the approximately \$30,000.00 budgeted for sick leave buy-back. Chief Administrator Butler reported the Board's policy is to allow employees to sell up to 2 weeks vacation per year. Assistant Administrator Hammond reported his department (jail) has \$16,000.00 budgeted for employees that use sick leave; stating he separates sick leave from regular salaries, unlike other departments.

PARKS AND RECREATION-AID TO GOVERNMENT AGENCIES(FIREWORKS)

Chairman Yeager brought to the Board's attention a request for the Municipalities, the County, and the T.D.C. each contribute \$5,000.00 toward the annual fireworks display. Commissioner McLemore motioned to approve. Commissioner McDaniel seconded the motion and it passed 5-0.

PARKS AND RECREATION

Chairman Yeager discussed \$20,000.00 in contractual services paid by the Board for park cleanup and recommended this expense be moved from the General Fund to the T.D.C. fund, and further recommended the Board increase Park and Recreation Facilities-Repair and Maintenance/Buildings and Grounds in the amount of \$22,000.00. Commissioner McLemore motioned to approve this recommendation, seconded by Commissioner McDaniel; the motion passed unanimously.

HUMAN RESOURCE/RISK MANAGEMENT WELLNESS PROGRAM

Deputy Administrator Lanier noted the wellness program had not been included in the tentative budget this year and inquired whether the Board would entertain a motion to increase this line item by \$3,000.00, requiring employees to pay one-half of the cost. Commissioner McLemore motioned to increase HR/RM-Other Current Charges/Wellness Program by \$3,000.00. Commissioner Smiley seconded the motion and it passed 4-0. Commissioner Williams abstained due to being an owner of the Coastal Fitness Center.

HONEYVILLE COMMUNITY EMERGENCY CENTER

At Chairman Yeager's recommendation, Commissioner McLemore motioned to increase Honeyville Community Emergency Center-Repair and Maintenance: Buildings and Grounds by \$2,200.00 for stripping and waxing the facility. Commissioner McDaniel seconded the motion and it passed 4-1, with Commissioner Williams opposing.

MEDICAL EXAMINER

At Deputy Administrator Lanier's recommendation, Commissioner Williams motioned to tentatively approve a decrease in Medical Examiner-Professional Services by \$4,932.00. Commissioner Smiley seconded the motion and it passed 5-0.

PARK AND RECREATION FACILITIES-RENTAL AND LEASES

Deputy Administrator Lanier recommended the increase to Park and Recreation Facilities-Rentals and Leases by \$100.00 due to an incorrect amount submitted in the first proposal. Commissioner McLemore so moved. With Commissioner Smiley's second, the motion passed 5-0.

RETIREMENT/INSURANCE: GRANTS/I.T./HUMAN RESOURCE DEPARTMENTS

Deputy Administrator Lanier brought to the Board's attention several retirement and insurance reductions for the Grants (\$4,219.00-retirement/\$768.00-health insurance), I.T. (\$114.00-health insurance) and Human Resource (\$80.00-retirement) departments.

Commissioner McLemore motioned to approve these reductions. Commissioner Williams seconded the motion and it passed unanimously.

I.T. DEPARTMENT/WORKER'S COMPENSATION INSURANCE

Upon motion by Commissioner McLemore, second by Commissioner Smiley, and unanimous vote, the Board approved a decrease of \$161.00 in worker's compensation for the I.T. department.

BUILDING DEPARTMENT/PLANNING DEPARTMENT

Upon motion by Commissioner McLemore, second by Commissioner Smiley, and unanimous vote, the Board approved changes as follows: Building Department: Increase Communications (\$500.00) for a fax machine, and decrease Worker's Compensation (\$1,873.00). Planning Department: Increase Salaries (\$1,663.00), and decrease Retirement (\$3,080.00), Health Insurance (\$217.00), and Worker's Compensation \$47.00).

EXTENSION SERVICE

At Chairman Yeager's prompting, Chief Administrator Butler confirmed no changes were necessary to the extension agent budget; line item changes will be handled within the department.

PUBLIC WORKS-FLEET MAINTENANCE

Public Works Director Joe Danford explained the need to add \$2,400.00 back into this budget for freight costs. Deputy Administrator Lanier explained that all communications line items within the departments were reduced and combined under the Board's communications line item (resulting in a decrease of about \$50,000.00 overall). Upon motion by Commissioner McLemore, second by Commissioner Smiley, and unanimous vote, the Board approved an increase in Public Works Fleet Maintenance-Communications in the amount of \$2,400.00 for freight.

The Board recessed at 5:52 p.m., E.T.

The Board reconvened at 6:16 p.m., E.T.

TENTATIVE COUNTY-WIDE MILLAGE RATE

Clerk Norris reported a net reduction in ad valorem taxes by \$17,783.00 based on Board action tonight, leaving a County-Wide proposed millage rate of 5.7419. Upon inquiry by Commissioner McLemore, Clerk Norris confirmed this does not include a budgeted amount for the county-wide voting issue. Commissioner McLemore motioned to tentatively set the county-wide millage rate at 5.7419 mills. Commissioner Smiley seconded the motion and it passed 5-0. Upon inquiry by Chairman Yeager, Clerk Finance Director Carla Hand reported a reduction of \$615,162 in ad valorem taxes in the General Fund from the previous year.

COUNTY-WIDE VOTING

Chairman Yeager stated that at some time the Board will need to address the county-wide voting issue, reporting he has meetings scheduled in his district already and encouraged other Board members do the same in order to discuss this matter with their constituency.

TENTATIVE MILLAGE RATES/SPECIAL DEPENDENT FIRE CONTROL DISTRICTS

Upon motion by Commissioner Williams, second by Commissioner McDaniel, and unanimous vote, the Board set the tentative millage rates for the following Special Dependent Fire Control Districts.

St. Joseph Fire Control District	.4000
Tupelo Fire Control District	.5000
Overstreet Fire Control District	.5000
Howard Creek Fire Control District	.5000

TENTATIVE MILLAGE RATES/MUNICIPAL SERVICES TAXING UNIT VOTED DEBT SERVICE

Upon motion by Commissioner Williams, second by Commissioner McDaniel, and unanimous vote, the Board set the tentative millage rates for each M.S.T.U. as follows:

Gulf Front M.S.T.U.	10.0000
Gulf Interior M.S.T.U.	4.8449

FIRST PUBLIC HEARING

Upon motion by Commissioner McLemore, second by Commissioner Williams, and unanimous vote, the Board scheduled the first public hearing on the 2011-12 tentative budget to be heard in the Board's meeting room located in the Robert M. Moore Administration building on Monday, September 12, 2011 at 5:01 p.m.

FIRE CONTROL DISTRICT

Upon inquiry by Commissioner McDaniel concerning whether all properties in Gulf County that can be reached now fall under a Fire Control District, Chief Administrator Butler reported that all property in the North West corner of the county is now in the Tupelo Fire Control District, stating it was split between Tupelo and Overstreet. He further reported the entire county does not fall under a Fire Control District (such as Lake Wimico), if it is not accessible by truck.

TENTATIVE MILLAGE RATE

Clerk Norris advised the Board that the tentative millage rates set tonight will be advertised on the TRIM Notices mailed by the Property Appraiser, and the Board cannot increase these rates.

There being no further business, and upon motion by Commissioner Williams, second by Commissioner Smiley, and unanimous vote, the meeting did then adjourn at 6:22 p.m., E.T.

**WARREN J. YEAGER, JR.
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

SEPTEMBER 12, 2011

PORT ST. JOE, FLORIDA

PUBLIC HEARING - 2011-2012 TENTATIVE BUDGET

The Gulf County Board of County Commissioners met this date in special budget session with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Ward McDaniel and Tan Smiley. Commissioner Carmen L. McLemore was absent.

Others present were: Clerk of Court Rebecca L. Norris, Deputy Clerk Kari Summers, Clerk Finance Director Carla Hand, Sheriff Joe Nugent, Sheriff's Major Bobby Plair, County Attorney Jeremy Novak, Chief Administrator Don Butler, Assistant Administrator/Jail Director Michael Hammond, Grant Writer Towan Kopinsky, Human Resource Director/S.H.I.P. Administrator Brett Lowry, and Planner David Richardson.

The meeting was called to order by Chairman Warren J. Yeager, Jr. at 5:01 p.m., E.T.

1ST PUBLIC HEARING

TENTATIVE 2011-2012 BUDGET OVERVIEW

Clerk Norris advised the Board of the following: (1) the aggregate tentative millage rate is 6.0575, excluding the M.S.T.U. voted debt services millage, is 8% below the current aggregate rolled back rate of 6.5839. (2) The current County-wide tentative millage rate is 5.7419 (excluding Fire District and M.S.T.U.). (3) The maximum County-wide millage rate is 5.7419 unless the Board votes to adopt a lesser rate, and compliance with the voting requirements will be measured by the vote at the final budget hearing. (4) The General Fund cash carry forward amount is \$6,471,885 (\$4,895,855 unrestricted and \$1,576,030 restricted) which has been budgeted as a source of funds. (5) The Dependent Special Fire Control Districts tentative millage rates are (a) St. Joseph Fire Control District .4000, (b) Tupelo Fire Control District .5000, (c) Overstreet Fire Control District .5000, and (d) Howard Creek Fire Control District .5000. (6) The Municipal Services Taxing Unit (M.S.T.U.) voted debt service millage rates are 10.0000 mills for the Gulf Front, an increase of .4253 from the 2010-11 adopted rate, and 4.8449 for the Gulf Interior, an increase of 0.5471 from the 2010-11 adopted rate; reporting voted debt millage rates are not subject to the rolled back limitation.

RESOLUTION CARRYING FORWARD ADDITIONAL CASH:ST. JOSEPH AND OVERSTREET FIRE CONTROL DISTRICTS/RESOLUTION #2011-21

Clerk Norris advised the Board of requests made by the South Gulf County, Beaches, and, Overstreet Fire Departments to carry forward additional cash and asked the Board if they would so entertain a motion to approve. Commissioner Williams motioned to approve the proposed resolution as requested by the fire departments. Commissioner Smiley seconded the motion and it passed 4-0 as follows:

RESOLUTION #2011-21

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional cash carry forward in the St Joe Fire District Fund and the Overstreet Fire District Fund for the 2011-2012 fiscal year that was not included in the proposed budget dated 08-01-2011; and

WHEREAS, said additional revenue will be used for expenditures in fiscal year 2011-2012;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the 2011-2012 proposed budget be increased as follows:

ST JOE FIRE DISTRICT FUND**REVENUE:****BALANCE BROUGHT FORWARD –S Gulf & Beaches VFD:**

10698-99000 Balance Brt. Forward:Cash	\$ 71,207.00
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EXPENDITURES:**S Gulf Fire Department:**

32922-64001 Equipment >\$5,000	\$ 70,000.00
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Beaches Fire Department:

32122-64001 Equipment >\$5,000	\$ 1,207.00
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OVERSTREET FIRE DISTRICT FUND**REVENUE:****BALANCE BROUGHT FORWARD – OVERSTREET VFD:**

10898-99000 Balance Brt. Forward:Cash	\$ 1,631.00
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EXPENDITURES:**Overstreet Fire Department:**

32622-64001 Equipment >\$5,000	\$ 1,631.00
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THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this the 12th day of September, 2011.

(end)

EMERGENCY MANAGEMENT

Clerk Norris presented a list of requested line-item changes from the Emergency Management department, stating this does not increase the budget and has no affect on ad valorem taxes. <Complete list of line items changes on file in the Clerk's Office> Upon motion by Commissioner Smiley and second by Commissioner Williams, the motion passed 4-0.

PUBLIC COMMENT

Chairman Yeager called for public comment. There was no public comment.

RESOLUTION ADOPTING TENTATIVE MILLAGE RATES/RESOLUTION #2011-22

Clerk Norris presented and read a proposed resolution setting forth the tentative millage rates for the fiscal year 2011-12. Upon motion by Commissioner Williams and second by Commissioner Smiley; the motioned passed 4-0 as follows:

Resolution #2011-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR GULF COUNTY FOR FISCAL YEAR 2011-2012; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the *Board of County Commissioners* of Gulf County, Florida, on *September 12, 2011*, adopted Fiscal Year 2011-2012 Tentative Millage Rates following a public hearing as required by Florida Statute 200.065.

WHEREAS, the *Board of County Commissioners* of Gulf County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Gulf County has been certified by the County Property Appraiser to the *Board of County Commissioners* as \$ 1,460,421,523.

NOW, THEREFORE, BE IT RESOLVED by the *Board of County Commissioners* of Gulf County, Florida, that:

1. The FY 2011-2012 current-year proposed aggregate millage rate of 6.0575 is **less than** the rolled-back rate of 6.5839 mills by 8.00%.
2. The current-year proposed aggregate millage rate of 6.0575 consists of the following:
 - a. County-wide proposed operating millage rate 5.7419
 - b. St Joe Fire Zone proposed operating millage rate .4000
 - c. Tupelo Fire Zone proposed operating millage rate .5000
 - d. Overstreet Fire Zone proposed operating millage rate .5000
 - e. Howard ^{Creek} Fire Zone proposed operating millage rate .5000
3. The proposed voted debt service millage rates are:
 - a. MSTU Gulf Front 10.0000
 - b. MSTU Interior 4.8449
4. This *resolution* will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 12th Day of September, 2011.

Time Adopted 5:06 p.m., E.T.

(end)

RESOLUTION ADOPTING TENTATIVE BUDGET/RESOLUTION #2011-23

Clerk Norris presented and read the proposed resolution adopting the 2011-12 tentative budget for the Boards consideration. Commissioner Smiley moved to adopt the resolution as proposed. Commissioner Williams seconded the motion. Commissioner McDaniel raised the following questions, referencing budget proposal #1 compared to proposal #3. Commissioner McDaniel inquired about miscellaneous revenues from page 5 of proposal #1 (\$216,980) compared to proposal #3 (\$404,158). Clerk Finance Director Hand explained what constitutes miscellaneous revenues based on the State Uniform Chart of Accounts, reporting this includes items such as interest, and affirmed most of this consists of BP funds to T.D.C. (as approved by previous action of the Board on August 1, 2011). Commissioner McDaniel inquired about the Communications Service Tax revenue (page 10) that increased by \$39,833 from proposal #1 to proposal #3. Clerk Norris explained the State provides revenue estimates to Counties. She reported we were notified by the State they had made a mistake in their initial estimate so we budgeted this revenue very conservatively. The State later came back with a revised estimate which is reflected by this increase. From page 48, Commissioner McDaniel asked why the St. Joseph Fire Control District total revenues had increased from \$626,111 in proposal #1, to \$966,111 in proposal #3. Clerk Norris explained the Board allowed the White City Fire Department to carry forward cash by approving and adopting a resolution at their last budget meeting on August 1, 2011. Chairman Yeager stated this is somewhat common among the fire departments. Clerk Norris stated the Board will see changes in cash carry forward on the next proposal based on Board action tonight for three (3) fire departments. Commissioner McDaniel referenced page 77, Tourist Development Fund 600, asking why T.D.C. total operating expenditures had increased from \$378,000 in proposal #1 to \$785,178 in proposal #3. Clerk Norris explained this budget change was due to additional expenses expected as a result of BP funds to be received in October. Upon inquiry by Commissioner McDaniel, Chairman Yeager explained the amount for County Development: Aid to E.D.C./Chamber did not change from proposal #1 to proposal #3 but the Board approved and budgeted \$83,000 for FY2011-12 based on their consolidation and hiring of a Director, compared to \$39,700 in FY 2010-11. Commissioner McDaniel expressed concerns there were a lot of gray areas in the budget, stating there is no explanation why a category increases or decreases. Commissioner Williams stated until you have an analysis of these departments, what's carried forward, and adopts line item budgeting; you will not get the answers you are looking for. Chairman Yeager stated he agreed. The motion then passed 4-0 to adopt the proposed resolution as follows.

Resolution #2011-23

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2011-2012; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the *BOARD OF COUNTY COMMISSIONERS* of Gulf County, Florida, on September 12, 2011, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the *BOARD OF COUNTY COMMISSIONERS* of Gulf County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2011-2012 in the amount of \$ 33,615,997.

NOW, THEREFORE, BE IT RESOLVED by the *BOARD OF COUNTY COMMISSIONERS* of Gulf County, Florida, that:

1. The Fiscal Year 2011-2012 Tentative Budget be adopted.
2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 12TH Day of September, 2011.
Time Adopted 5:22 p.m., E.T.

(end)

FINAL PUBLIC HEARING

Commissioner McDaniel motioned to set the final budget hearing for Monday, September 26, 2011 at 5:01 p.m., E.T. Commissioner Smiley seconded the motion and it passed 4-0.

There being no further business, and upon motion by Commissioner Smiley, the meeting did then adjourn at 5:23 p.m., E.T.

**WARREN J. YEAGER, JR.
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

SEPTEMBER 13, 2011
PORT ST. JOE, FLORIDA
REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Ward McDaniel, Tan Smiley, and Carmen L. McLemore.

Others present were: Clerk of Court Rebecca L. Norris, Clerk Finance Director Carla Hand, Deputy Clerk Tracy Tharpe, Sheriff Joe Nugent, Sheriff's Major Bobby Plair, County Attorney Jeremy Novak, Chief Administrator Don Butler, Grant Writer Towan Kopinsky, E.M.S. Director Houston Whitfield, Public Works Director Joe Danford, Human Resource/S.H.I.P. Administrator Brett Lowry, Gulf County Health Department Administrator Marsha Player Lindeman, and Preble-Rish, Inc. Engineer Clayton Smallwood, III.

The meeting was called to order at 6:00 p.m., E.T. by Sheriff Joe Nugent.

Clerk Rebecca Norris opened the meeting in prayer, and Chairman Warren J. Yeager, Jr. led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Upon motion by Commissioner McDaniel, second by Commissioner McLemore and unanimous vote, the Board approved the following consent agenda items.

1. Minutes – August 23, 2011 – Regular Meeting
2. Approval of Checks and warrants for August, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – Park Services (Aaron J. Ethridge)
4. Budget Amendment # 8 (Tax Collector * \$2130.00) * Amend the FY2010-2011 General Fund Budget for the Tax Collector Drivers License Position
5. Contract Change Order #2 – Cape San Blas Shared – Use (Bike) Path, Phase III
* Bid #1011-16 (Decreased \$1,155.00)
6. Inventory – Planning Department (Junk * #255-3, #255-5, #255-6
Computers and Printers)

Beaches Fire Department (Junk * #150-100 & #150-101 Mobile Radios with Chargers)

Beaches Fire Department (Transfer from Beaches Fire Department to Stonemill Creek Fire Department * #150-91 Extendo Bed Frame)

Overstreet Volunteer Fire Department (Junk * #190-14 -4" Shallow Well, #190-29 -6.5 HP 1502 Gallon Poly Tank, #190-33 -Jaguar P700 Portable Radio 800 Mhz, #190-35 -MSA Self-contained Air Packs, #190-36 -Steel Cylinder & Valve Assembly, #190-7 -Air Mask with Case)

7. Invoices – Atkins North America, Inc. (Cape San Blas Bike Path III * Invoice # 1120451 * \$23,545.18 * To be Paid From Account # 40341-31000)
- County Attorney Jeremy Novak (08/15/2011 – 08/31/2011 * \$5,445.37 * To be Paid From Account # 21314-31100)
 - C.W. Roberts Contracting, Inc. (Cape San Blas Shared Use Path * \$98950.18 * To be Paid From Account #40341-53000)
 - GAC Contractors (Avenue "A" Sewer Project –CDBG/DRI Bid #1011-12) * Invoice #26212 \$75,446.83* To be Paid From Account #113535-34000, *Invoice #26263 \$199,312.60 *To be Paid From Account #113535-34000 *Invoice #26274 \$159,335.40 *To be Paid From Account #40741-63000)
 - Jordan & Associates – CDBG Grant Administration Services (Invoice # 11-K15-A09 * \$2,250.00 *\$1,593.00 To be Paid From Account # 113538-31000, \$434.00 To be Paid From Account #113535-31000, \$223.00 To Be Paid From Account #113554-31000)
 - Jordan & Associates – CDBG Grant Activity Delivery Services (Invoice #11-K15-D05 * \$12,757.02 * To be Paid From Account #113535-31000)
 - Rumberger Kirk & Caldwell (Invoice #764620 * \$6,118.00 * To be Paid From Account #21111-31200)
 - Sniffen & Spellman, P.A. (Statement #7528 * \$3,600.09 * To be Paid From Account #21111-31200)

8. Letter of Agreement – Crime Stoppers Trust Fund Grant
9. Purchase – AutoClear - X-Ray Equipment * \$17,875.00 (Piggy Back Washington County Purchase) and Lock Doc Locksmith – Mag Locks * \$6,181.96
 - Amateur Radio Repeater (State Contract or Lowest Price) and Ross Towers * \$1,000.00 * Installation of Amateur Radio Repeater
10. Resolution 2011-24 – Joint Resolution of the Coastal Counties of the Northwest Florida Panhandle Region, Relating to the Deepwater Horizon Oil Spill in the Gulf of Mexico; Requesting Support for Certain Federal Legislation; Directing Distribution of the Resolution; Providing for an Effective Date
11. Travel – FAC 2011-12 Policy Committee Conference * The Shores Resort, Daytona Beach Shores, Florida

(end)

REJECT AND RE-ADVERTISE BID #1011-31 C.E.I. PHASE IV CAPE SAN BLAS BIKE PATH L.A.P. GRANT

Grant Writer Kopinsky reported only 2 proposals were received for C.E.I. Phase IV on the Cape San Blas Bike Path and recommended the Board reject bid #1011-31 and re-advertise. Commissioner McLemore moved to accept Grant Writer Kopinsky's recommendation. Commissioner Smiley seconded the motion. Chairman Yeager asked whether F.D.O.T. would allow an award if the same two (2) submitted proposal after it was re-bid. Grant Writer Kopinsky replied she believed so; stating this is a Federal Highway Administration rule. The motion then passed unanimously.

PUBLIC WORKS/CASH CARRY FORWARD TO FY2011-12 BUDGET

Public Works Director Joe Danford asked permission to carry forward unspent 2010-11 funds in the amount of \$30,000 to purchase corrections (inmate work crew) equipment in fiscal year 2011-12. Upon inquiry by Commissioner Williams, Clerk Norris reported the Board can approve their request but it would have to be passed by resolution at the final budget hearing on September 26, 2011. Commissioner Williams motioned to approve this request. Commissioner Smiley seconded the motion and it passed 5-0.

SIGN ORDINANCE

County Attorney Novak gave an update on the progress of the sign ordinance committee, stating they met last Wednesday, drafted additional language and will report back following their next meeting on September 28, 2011 at 8:30 a.m. E.T. County Attorney Novak stated he hoped the final revisions would be made at that time and can then be presented to the Board review followed by public hearings prior to adoption.

SACRED HEART HEALTH SYSTEMS/HALF-CENT SALES TAX

County Attorney Novak recognized Roger Hall from Sacred Heart Hospital seated in the audience. Mr. Novak discussed the ongoing work by County and Clerk staff in regard to the A.H.C.A. pledge for 2012. Mr. Novak mentioned the half-cent sales tax currently being generated, the Interlocal Agreement with Sacred Heart and the twenty year (20) commitment made to them, and County participation in additional grant programs with the State and A.H.C.A. enabling the County and S.H.H.S. to get a \$1.1 million dollar additional grant. County Attorney Novak stated the County has been invited to participate in an upcoming grant again for the coming year but upon review with the Clerk's Office Finance Director Carla Hand, the County does not have the financial ability to provide the grant match.

SACRED HEART HEALTH SYSTEMS/AMENDMENT TO INTERLOCAL AGREEMENT

County Attorney Novak reported Sacred Heart Health Systems have amended their interlocal agreement with the County, having agreed to freeze our commitment on the County for next five (5) years with what is currently being generated from the half-cent sales tax. Mr. Novak stated the County has paid more than the original interlocal agreement pledge called for over the past three (3) years. County Attorney Novak presented the Board with a revised amendment (Attachment B) for review and consideration, noting the twenty (20) year commitment to S.H.H.S., and the fact the County has exceeded each year their initial commitment. Mr. Novak asked the Commissioners to consider adoption and approval to amend the interlocal pledge for the next five (5) years, capping the County commitment at \$462,086. Commissioner Williams moved to accept County Attorney Novak's recommendation. Commissioner McDaniel seconded the motion and it passed 5-0.

AGENCY FOR HEALTH CARE ADMINISTRATION (A.H.C.A.)/LOW INCOME POOL/LETTER OF AGREEMENT

County Attorney Novak noted two (2) meetings ago A.H.C.A. and Bill Perry had provided the County with an amended Letter of Agreement, taking the County down to \$462,086, as requested. Mr. Novak reported the original L.I.P. request was almost twice that this year but after having explained to A.H.C.A. of the County's inability to meet their request, they have gone back and amended their request to mirror that of Sacred Heart Hospital in the amount of \$462,086. At County Attorney Novak's recommendation, Commissioner Williams motioned to approve the Letter of Agreement to A.H.C.A. in the amount of \$462,086. Commissioner Smiley seconded the motion and it passed 5-0.

LOW INCOME POOL/LETTER OF AGREEMENT/AMENDED

County Attorney Novak noted the Board had agreed last month to a Disproportionate Share Hospital (DSH) program with the A.H.C.A. for an original amount of \$28,402; stating A.H.C.A. went back, made adjustments, and amended their request to \$16,307. At County Attorney Novak's recommendation, Commissioner McDaniel motioned to approve and execute the new agreement between Gulf County (St. Joseph Care of

Florida) and the State of Florida Agency for Health Care Administration in the amount of \$16,307. Commissioner Smiley seconded the motion and it passed 5-0.

PAYMENT IN LIEU OF TAXES (PILT)/SACRED HEART HOSPITAL SYSTEMS AGREEMENT

County Attorney Novak reported Commissioner Williams has been working with Sacred Heart Hospital, the Health Trust Board, and County staff to find a way to participate without having the actual tax generation to contribute. He reported Escambia County and S.H.H.S. have entered into a Payment in Lieu of Taxes (PILT) agreement; stating Sacred Heart has two (2) properties in Gulf County which are tax exempt, and proposed a similar agreement between Gulf County and Sacred Heart. He stated the Property Appraiser would assess the property, applying the millage rates, to come up with the tax exposure amount to be applied by Sacred Heart to qualify and participate in this grant program for the coming year. Commissioner Williams commended County Attorney Novak in working on three (3) moving parts, acknowledging this as a very complicated process. Commissioner Williams discussed Escambia's agreement, how this triggers a status to fall into the Low Income Pool (L.I.P.), and Sacred Heart's understanding that Gulf County is bringing less than one-half million dollars (to the table). Commissioner Williams stated he is comfortable with this agreement, having put this before the Florida Association of Counties' legal team, and other County legal teams. He noted this was done in good faith and measure on Sacred Heart's part. Upon recommendation by County Attorney Novak, Commissioner McLemore motioned to approve the PILT program and agreement, subject to attorney review, giving Sacred Heart Hospital's attorneys a chance to review it; understanding if there is a material change to the agreement, it will come back before the Board at their September 27th meeting for consideration. Commissioner seconded the motion and it passed 5-0.

SACRED HEART HEALTH SYSTEMS

Roger Hall appeared before the Board and thanked the County for the difference they have made. He discussed an article in the paper where they are looking at a working relationship with Bay and asked the Board to speak to Bay County Commissioners and let them know they are a good health care partner. Mr. Hall noted this agreement will provide approximately \$1.1 million dollars to help bring primary care, stating they do have some physicians interested but the difference the County made is noticed across the panhandle. Mr. Hall thanked the community and the Commissioners for what they have done, stating they are making a difference. He reported the hospital this year will provide \$5.4 million dollars in payroll and \$5.1 million dollars in uncompensated care.

BRITISH PETROLEUM-DEEP WATER HORIZON OIL SPILL

County Attorney Novak recognized Rick Stratton of the Beasley Allen Law Firm in the audience. He noted Mr. Stratton is working with the BP oil spill various claims and damage assessments. Mr. Novak informed the Board he met with Mr. Stratton this afternoon to review the status of the claims; reporting Mr. Stratton is scheduled to meet with the Property Appraiser with regards to ad valorem claims and our assessment of damages. County Attorney Novak further stated Mr. Stratton is involved in the NRDA project, having provided his firm with submissions to the State of Florida for various

projects for the first round of NRDA funding. He reported on initial responses from Beasley Allen in regard to the first two (2) minor claims, stating he will meet with each Commissioner on an individual basis to review those numbers. County Attorney Novak thanked Mr. Stratton for coming down to meet with him today, reporting he will remain after the meeting should any Commissioner or the public have questions of him regarding the status of the County's BP claims.

LIBRARY BOARD APPOINTMENT

Chief Administrator Butler informed the Board of a request from the Library Board to appoint a replacement for Nolan Treglown on the Library Board. Commissioner Williams motioned to appoint Mary Gibson to serve on the Library Board. Commissioner McDaniel seconded the motion and it passed 5-0.

8 COUNTY COALITION JOINT RESOLUTION (#2011-24)/BRITISH PETROLEUM DEEP WATER HORIZON OIL SPILL

For the Board's information, Chief Administrator Butler noted the Board approved in the consent agenda tonight a joint resolution of the eight (8) county coalition, pointing out he and Commissioner Williams made a trip to Pensacola last week, stating they have no idea how much money will be coming in but highlighted Gulf County will receive a percentage, which is a substantial amount of money.

IOLA ROAD TEMPORARY CLOSURE

Chief Administrator Butler reported the Contractor is having somewhat of a problem on the unpaved portion on the weekends and night with people using it for a "bog-in" and asked for the Board to consider closing the unpaved portion of road at night and on weekends until the contractor is done. Chairman Yeager stated he is in favor of closing this on the weekends. Commissioner McLemore stated he could not support the closure and noted G.A.C. needs to make arrangements to get the project completed. Chairman Yeager stated a lot of people take over and tear the road up. Commissioner McLemore stated there are a lot of people who pay a lot of money for those hunting leases along that road and G.A.C. needs to come up with a way to fix it. Upon inquiry by Chairman Yeager, Chief Administrator Butler reported it is estimated to take another 2-3 weeks to complete the project. Commissioner McDaniel stated his greatest concern is the money we may have to use to go back in to re-grade and re-do. Commissioner McDaniel motioned to close the unpaved portions of Iola Road at nights and on weekends. The motioned died for a lack of a second. Upon inquiry by Chairman Yeager, Grant Writer Kopinsky reported there is no money left for repairs, noting the project had to be cut back to match the amount of money available in the grant. Commissioner McLemore suggested getting the Sheriff's Department and the Florida Wildlife Commission involved to help with it. Chairman Yeager directed Chief Administrator Budget to talk to G.A.C. Mr. Butler and Commissioner McDaniel both reported that the Calhoun County end is closed due to work being done there which may help alleviate some of the problem.

STATE HOUSING INITIATIVE PROGRAM ANNUAL REPORTS

Chief Administrator Butler recommended the Board recognize and approve the annual S.H.I.P. reports for State fiscal years 2008-09, 2009-10, and 2010-11, contingent upon Attorney clearance, and send to Tallahassee. Commissioner Williams so moved. Commissioner McLemore seconded the motion. Chairman Yeager recognized Grant Writer Towan Kopinsky and S.H.I.P. Administrator Brett Lowry for their work in completing these reports. The motion then passed 5-0.

UNION CONTRACT

Chief Administrator Butler reported there was no change in the Union Contract during negotiations this year other than the Union wanted to hold open the wages, stating there was no pay increase for County employees this year, but had there been a pay increase for non-bargaining County employees, the Union wanted a pay increase also. Mr. Butler stated this would not be an issue this year but in years two (2) and three (3) the only part of this contract that will be left open, if you approve it, will be wages to consider. Commissioner McDaniel motioned to accept the Union Contract as stated by Chief Administrator Butler. Commissioner McLemore seconded the motion and it passed 5-0.

AWARD BID #1011-28 FIRE PUMP AND PUMP PANEL/BEACHES FIRE DEPARTMENT

Chief Administrator Butler reported five (5) bids were received and recommended the Board award bid #1011-28 to the low bidder, First In Services, LLC, in the amount of \$9,844.84. Commissioner Williams motioned to award as recommended by Mr. Butler. Commissioner Smiley seconded the motion and it passed 5-0.

SHERIFF'S 2ND ANNUAL BASS FISHING TOURNAMENT

Sheriff Joe Nugent appeared before the Board and reminded everyone of the upcoming fishing tournament at White City Park on October 15th and 16th. Sheriff Nugent stated they have incorporated the Wounded Warrior Program as part of it, and will be accepting items during the tournament or at the Sheriff's Department to prepare care packages to ship overseas. He reported the weigh in times will start at 3:00 p.m., and the R.O.T.C. from St. Joe will be cooking on Saturday, and the football team from Wewahitchka will be cooking on Sunday. Sheriff Nugent noted there would be a food drive there as well.

SHERIFF'S ANNUAL HAUNTED HOUSE IN WEWAHITCHKA

Sheriff Nugent reported, on October 22nd and 23rd they will be holding their annual haunted house event in Wewahitchka at the Comforter Funeral Home for the purpose of assisting with the food closets in Wewahitchka. He stated they will be asking for a donation of a food item as an entry fee.

TRAVEL REQUEST-FAC 2011-12 POLICY COMMITTEE CONFERENCE

Commissioner Williams requested Board approval to travel to Volusia County to attend the Florida Association of Counties 2011-12 Policy Committee Conference. Chairman Yeager stated this was approved already (Consent Agenda).

POJO LIVE MUSIC FESTIVAL

Commissioner Williams reminded everyone of the POJO Live Music Festival going on this upcoming weekend at Beacon Hill/Veterans' Memorial Park on September 16-17, 2011; encouraging everyone to come on out. Commissioner Williams personally thanked Commissioner McDaniel for allowing picnic tables from Dead Lakes Park to be moved to Beacon Hill for the event.

SUPERVISOR OF ELECTIONS REQUEST TO CARRY FORWARD CASH

Chairman Yeager referenced a request in the Information Packet from Supervisor of Elections Linda Griffin to carry forward unspent 2010-11 funds to her 2011-12 budget to help cover cost of the extra election (Presidential Preference Primary) tentatively scheduled for January 2012, stating it should be no more than a couple of thousand dollars and will have to be passed by resolution at the final budget hearing on September 26, 2011. Commissioner McLemore stated he would rather wait until an exact number could be provided. Clerk Finance Officer Carla Hand affirmed she would find out and have the amount available at the budget hearing on Monday. The Board took no action.

CAPITAL AREA COMMUNITY ACTION AGENCY PROGRAM UPDATE

Dorothy Inman Johnson appeared before the Board and gave a project update. She reported they have opened an office Monday through Friday full-time office in Port St. Joe, servicing the entire County. Ms. Johnson reported the National Poverty Rate of 15.1% is at an all time high, with Gulf County's rate being at 17.5%. She reported C.A.C.A.A. is charged with providing crisis and family self sufficiency services for low income residents at or above no more than two hundred percent (200%) of the federal poverty guideline (the anti-poverty program for this county and seven (7) others). She let the Board know with all the budget cutting in Washington, D.C., two (2) of the programs low income people depend on the most are the L.I.H.E.A.P. (Low Income Home Energy Assistance Program) that pays utility bills for elderly, disabled, and low income residents, and the C.S.B.G. (Community Services Block Grant), are being recommended for a fifty percent (50%) cut. Ms. Johnson reported the Weatherization stimulus dollars received between 2009 and through the end of February 2012 for this county will be \$1.5 million dollars; having weatherized one hundred thirty-three (133) units so far, serving six hundred twenty-eight (628) residents, employing three (3) contractors, and two (2) subcontractors. Ms. Johnson asked the Board to agree to and approve a resolution supporting reconsideration of the fifty percent (50%) cuts in the L.I.H.E.A.P. and C.S.B.G. programs. Commissioner McLemore asked to speak with Ms. Johnson following the meeting. Commissioner Williams mentioned complaints he received concerning contract utilization with the weatherization stimulus money. Commissioner Williams asked, first, how many full-time equivalent (F.T.E.'s) were involved in the \$1.5 million awarded to Gulf County through the three (3) contractors and two (2) subcontractors, and second, why some contractor's go through all the credentialing and cannot get any of the work. Ms. Johnson stated the Federal and State governments hold them to certain regulations, requiring theses projects be bid out, and held pre-bid meetings for interested contractors; stating if contractors meet the

specifications of the bid, they are not denied participation. Commissioner Williams requested Ms. Johnson, or her office, give him a call with particular contractors that are telling him they have gone through the credentialing but have not given the opportunity for the work. Ms. Johnson stated complaints should be sent to her and she will investigate it. Upon inquiry by Chairman Yeager, Ms. Johnson stated the money will be spent by the February 2012 deadline. Commissioner McDaniel thanked her for the update. Commissioner Williams stated he would take this information to the Florida Association of Counties next week and will report back to her.

Chairman Yeager called for Tommy Montford, and Mark Knapke who were scheduled on the agenda to speak. Neither was in attendance.

Chairman Yeager called for public comment. There was none.

REDISTRICTING

County Attorney Novak gave an update on redistricting, reporting the redistricting map last approved by the Board will be advertized in the paper, together with a detailed description of what is changing, and hold a public hearing on September 27, 2011. He reported this information will be posted on the County website. He noted a resolution will be presented for adoption at the public hearing; then will be presented to Supervisor of Elections, Linda Griffin. Chairman Yeager reported he had talked to the School Board about standardizing the district lines.

There be no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 6:49 p.m., E.T.

**WARREN J. YEAGER, JR.
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

SEPTEMBER 26, 2011

PORT ST. JOE, FLORIDA

PUBLIC HEARING – 2011-12 BUDGET

The Gulf County Board of County Commissioners met this date in a special meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice-Chairman Bill Williams, and Commissioners Carmen L. McLemore, Tan Smiley, and Ward McDaniel.

Others present were: Clerk of Court Rebecca L. Norris, Clerk Finance Director Carla Hand, Deputy Clerk Tracy Tharpe, County Attorney Jeremy Novak, Chief Administrator Don Butler, Grant Writer Towan Kopinsky, Human Resource Director/S.H.I.P. Administrator Brett Lowry, Sheriff Joe Nugent, Sheriff Major Bobby Plair, Tax Collector Shirley Jenkins.

The meeting was called to order by Chairman Warren J. Yeager, Jr. at 5:01 p.m., E.T.

2nd Public Hearing

TENTATIVE 2011-2012 BUDGET OVERVIEW

Clerk Norris informed the Board of the following: (1) the aggregate proposed millage rate is 6.0575, excluding the Gulf Front and Gulf Interior M.S.T.U. voted debt service millages, is eight percent (8%) below the current year aggregate rolled back rate of 6.5839. (2) The current County-wide millage rate is 5.7419 (excluding Fire Districts and M.S.T.U.). (3) The maximum County-wide millage rate is 5.7419 unless the Board votes to adopt a lesser rate; compliance with the voting requirements will be measured by the vote tonight and certified to the Department of Revenue on form DR-487V. (4) The General Fund cash carry forward amount of \$6,471,885 (\$4,895,855 unrestricted and \$1,576,030 restricted) has been budgeted as a source of funds in the 2011-12 General Fund budget. (5) The Dependent Special Fire Control Districts' tentative millage rates are (a) St. Joseph Fire Control District .4000, (b) Tupelo Fire Control District .5000, (c) Overstreet Fire Control District .5000, and (d) Howard Creek Fire Control District .5000. (6) The Municipal Services Taxing Unit's (M.S.T.U.'s) voted debt service millage rates are 10.0000 mills for the Gulf Front, an increase of .4253 from the 2010-11 adopted rate, and 4.8449 for the Gulf Interior, an increase of 0.5471 from the 2010-11 adopted rate; reporting voted debt millage rates are not subject to the rolled back limitation.

RESOLUTION #2011-25 CARRYING FORWARD ADDITIONAL CASH IN GENERAL, ST. JOSEPH FIRE CONTROL DISTRICT, TUPELO FIRE CONTROL DISTRICT, AND TOURIST DEVELOPMENT FUNDS

Clerk Norris advised the Board of various County Departments and Officers requesting to carry forward additional cash and presented a proposed resolution for the Board's

consideration. Commissioner Williams motioned to approve the proposed resolution. Commissioner Smiley seconded the motion and it passed 5-0.

RESOLUTION #2011-25

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, anticipates additional cash carry forward in the General Fund, St. Joe Fire District Fund, Tupelo Fire District Fund and Tourist Development Fund for the 2011-2012 fiscal year that was not included in the tentative budget approved 09-12-2011; and

WHEREAS, said additional revenue will be used for expenditures in fiscal year 2011-2012;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the 2011-2012 proposed budget be increased as follows:

GENERAL FUND

REVENUE:

104398-99000	Balance Brt. Forward: Cash	\$ 30,000.00
00198-99000	Balance Brt. Forward: Cash	\$(3,570.00)
00198-99000	Balance Brt. Forward: Cash	\$ 8,692.00
00198-99000	Balance Brt. Forward: Cash	\$ 1,500.00
00198-99000	Balance Brt. Forward: Cash	\$ 8,000.00
00198-99000	Balance Brt. Forward: Cash	\$29,000.00

EXPENDITURES:

PW Detention & Correction:

281523-64000	Equipment	\$ 30,000.00
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Clerk to Board:

21212-91000	Clerk to BOCC	\$ 8,692.00
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Supervisor of Elections:

24119-91000	Election Expenses	\$ 1,500.00
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Gulf EMS:

51626-54100	Education Costs	\$ 4,000.00
51626-62100	Improvement to Building	\$ 29,000.00

Wewahitchka EMS:

51526-54100	Education Costs	\$ 4,000.00
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Reserves:

99984-95002	Reserve for Infrastructure Fund	\$(3,570.00)
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ST JOE FIRE DISTRICT FUND

REVENUE:

10698-99000	Balance Brt. Forward: Cash	\$ 8,000.00
10698-99000	Balance Brt. Forward: Cash	\$(2,000.00)

EXPENDITURES:

Highland View Fire Department:

32222-64001	Equipment > \$5,000	\$ 8,000.00
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South Gulf Fire Department:

32922-64001 Equipment > \$5,000 \$ (2,000.00)

TUPELO FIRE DISTRICT FUND

REVENUE:

10798-99000 Balance Brt. Forward: Cash \$ 7,000.00
 10798-99000 Balance Brt. Forward: Cash \$ 10,000.00

EXPENDITURES:

Stonemill Creek Fire Department:

31722-64001 Equipment > \$5,000 \$ 7,000.00

Dalkeith Fire Department:

31922-64001 Equipment > \$5,000 \$ 10,000.00

TOURIST DEVELOPMENT FUND

REVENUE:

60098-99002 Balance Brt. Forward: Restricted \$ 92,356.00

EXPENDITURES:

Reserves:

69984-95000 Reserve for Contingencies \$ 92,356.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this the 26th day of September, 2011.

(end)

COUNTY-WIDE MILLAGE RATE

Clerk Norris informed the Board the County-wide millage rate remains at 5.7419, with the aggregate millage rate being 6.0575, which is eight percent (8%) below the rolled back rate of 6.5839.

PUBLIC COMMENT

Chairman Yeager called for public comment. There was no public comment.

RESOLUTION #2011-26 ADOPTING COUNTY-WIDE MILLAGE RATE

Commissioner McDaniel motioned to adopt by resolution the 2011-12 County-wide millage rate of 5.7419. Commissioner Smiley seconded the motion. The motioned then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING MILLAGE LEVY
 #2011-26**

WHEREAS, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the fiscal year 2011-2012; and

WHEREAS, for proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Gulf County has been certified by the County Property Appraiser to the Board of County Commissioners of Gulf County as \$1,460,421,523.

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of 5.7419 mills (General Fund / 5.7419) to be levied County-Wide upon the taxable property within Gulf County, Florida, to be levied against the 2011 property rolls.

That the Current Year Aggregate Millage Rate of 6.0575 mills is 8.00 percent less than the Current Year Aggregate Rolled-Back Rate of 6.5839.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011 by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-27 ADOPTING 2011-12 COUNTY-WIDE BUDGET

Commissioner McDaniel motioned to adopt by resolution the 2011-12 County-wide budget. Commissioner Williams seconded the motion. The motion passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING BUDGET
#2011-27**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2011-2012 fiscal year; and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and held public hearings allowing all citizens a chance to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the fiscal year 2011-2012.

That copies of this Resolution containing said budget be spread upon the public

records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011 by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-28 ADOPTING ST. JOSEPH DEPENDENT SPECIAL FIRE CONTROL DISTRICT MILLAGE RATE

Commissioner Williams motioned to adopt by resolution the 2011-12 rate of .4000 mills for the St. Joseph Dependent Special Fire Control District. Commissioner McDaniel seconded by motion. The motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING MILLAGE LEVY
#2011-28**

WHEREAS, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the St. Joseph Dependent Special Fire District for the fiscal year 2011-2012; and

WHEREAS, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .4000 for the St. Joseph Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-29 ADOPTING ST. JOSEPH DEPENDENT SPECIAL FIRE CONTROL DISTRICT BUDGET

Commissioner Williams motioned to adopt by resolution the 2011-12 budget for the St. Joseph Dependent Special Fire Control District budget. Commissioner Smiley seconded the motion. The motioned then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING BUDGET
#2011-29**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2011-2012 fiscal year; and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the St. Joseph Dependent Special Fire District for the fiscal year 2011-2012.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-30 ADOPTING TUPELO DEPENDENT SPECIAL FIRE CONTROL MILLAGE RATE

Commissioner Williams motioned to adopt by resolution the Tupelo Dependent Special Fire Control District millage rate of .5000 for fiscal year 2011-12. Commissioner Smiley seconded the motion. The motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING MILLAGE LEVY
#2011-30**

WHEREAS, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Tupelo Dependent Special Fire District for the fiscal year 2011-2012; and

WHEREAS, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .5000 for the Tupelo Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-31 ADOPTING TUPELO DEPENDENT SPECIAL FIRE CONTROL DISTRICT BUDGET

Commissioner Williams motioned to adopt by resolution the 2011-12 fiscal year budget for the Tupelo Dependent Special Fire Control District. Commissioner Smiley seconded the motion. The motion then passed with 5 Commissioner voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING BUDGET
#2011-31**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2011-2012 fiscal year; and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the Tupelo Dependent Special Fire District for the fiscal year 2011-2012.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-32 ADOPTING OVERSTREET DEPENDENT SPECIAL FIRE CONTROL DISTRICT MILLAGE RATE

Commissioner McDaniel motioned to adopt by resolution the 2011-12 millage rate of .5000 for the Overstreet Dependent Special Fire Control District. Commissioner Smiley seconded the motion. Then motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING MILLAGE LEVY
#2011-32**

WHEREAS, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Overstreet Dependent Special Fire District for the fiscal year 2011-2012; and

WHEREAS, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .5000 for the Overstreet Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-33 ADOPTING OVERSTREET DEPENDENT SPECIAL FIRE CONTROL DISTRICT BUDGET

Commissioner McDaniel motioned to adopt by resolution the 2011-12 fiscal year budget for the Overstreet Dependent Special Fire Control District. Commissioner Smiley seconded the motion. The motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING BUDGET
#2011-33**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2011-2012 fiscal year; and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for

the Overstreet Dependent Special Fire District for the fiscal year 2011-2012.
That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-34 ADOPTING HOWARD CREEK DEPENDENT SPECIAL FIRE CONTROL DISTRICT MILLAGE RATE

Commissioner McLemore motioned to adopt by resolution the Howard Creek Dependent Special Fire Control District millage rate for the 2011-12 fiscal year at .5000 mills. Commissioner Smiley seconded the motion. The motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING MILLAGE LEVY
#2011-34**

WHEREAS, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Howard Creek Dependent Special Fire District for the fiscal year 2011-2012; and

WHEREAS, for the proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt a millage rate of .5000 for the Howard Creek Dependent Special Fire District.

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-35 ADOPTING HOWARD CREEK DEPENDENT SPECIAL FIRE CONTROL DISTRICT BUDGET

Commissioner Smiley motioned to adopt by resolution the 2011-12 budget for the Howard Creek Dependent Special Fire Control District. Commissioner McLemore

seconded the motion. The motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING BUDGET
#2011-35**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2011-2012 fiscal year; and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budget as contained in Exhibit "A" attached hereto as the official budget for the Howard Creek Dependent Special Fire District for the fiscal year 2011-2012.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-36 ADOPTING M.S.T.U.'S MILLAGE RATES

Commissioner Williams motioned to adopt by resolution the 2011-12 millage levy for the Municipal Services Taxing Units. Commissioner Smiley seconded the motion. The motion then passed with 5 Commissioner voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING MILLAGE LEVY
#2011-36**

WHEREAS, the Board of County Commissioners of Gulf County, Florida on this date intends to adopt a Resolution setting forth the budget for the Municipal Service Taxing Units for fiscal year 2011-2012; and

WHEREAS, for proper funding of said budget, it is necessary to levy an ad valorem tax upon the taxable property within the County;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Board of County Commissioners of Gulf County, Florida does hereby adopt the following **voted debt service** millage rates for the Municipal Service Taxing Units:

Cape San Blas Gulfside 10.0000

Cape San Blas Gulfside Interior 4.8449

That copies of this Resolution be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011 by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

RESOLUTION #2011-37 ADOPTING M.S.T.U.'s BUDGET

Commissioner Smiley motioned to adopt by resolution the 2011-12 budget for the Municipal Services Taxing Units. Commissioner McLemore seconded the motion. The motion then passed with 5 Commissioners voting yes, and 0 Commissioners voting no.

**RESOLUTION ADOPTING BUDGET
#2011-37**

WHEREAS, the Board of County Commissioners of Gulf County, Florida, after due consideration for the needs of the people of said County, has ascertained the amount of funds required for a budget for the 2011-2012 fiscal year; and

WHEREAS, the Board of County Commissioners has given due notice as required by law, and has held public hearings allowing all citizens a chance to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of County Commissioners of Gulf County, Florida, does hereby adopt the budgets as contained in Exhibit "A" attached hereto as the official budgets for the Municipal Service Taxing Units for the fiscal year 2011-2012.

That copies of this Resolution containing said budgets be spread upon the public records of Gulf County, Florida.

THIS RESOLUTION ADOPTED this the 26th day of September, 2011, by 5 Commissioners voting "yes" and 0 Commissioners voting "no".

(end)

FINAL BUDGET REMARKS

Chairman Yeager stated the budget process has been very difficult over the last several years and thanked all those involved in the process. Commissioner McDaniel noted tax revenues collected through the Overstreet and Tupelo Fire Control Districts, the majority of revenues go to the Overstreet Fire Department. Commissioner McDaniel stated it would be nice if the budget had a column showing what percentage remained unspent for comparative purposes. Clerk Norris reported the departments have this information

on their forms at the time of the original budget requests but we no longer put this in paper form. Chairman Yeager noted there are several departments or offices who give back substantial amounts at the end of the year and this would be good for the public to see. Clerk Finance Director Hand advised the Board it will be 60 days following the end of the year before this information can be provided because bills and revenues continue to come in. She further reported actual amounts and percentages are provided at the time budget packets are given out but can only include six (6) months data; the Clerk's office can provide actual data any time during the budget process. Commissioner McDaniel stated there could possibly be another mill cut from this budget (\$1.5 million dollars) that could go back into the people's pocket. Commissioner McDaniel expressed his appreciation for the departments that try to look out for the people's money by not spending everything they have. He stated it would be nice if this could be put back into a reserve fund. Commissioner Williams appreciated Commissioner McDaniel's comments but showed concern over how an additional mill (\$1.5 million dollars) could be cut, considering Commissioner McDaniel just voted for these resolutions passing the budgets and millage rates. Commissioner Williams agreed, with prior comments from Commissioner McDaniel, for line-item budgeting for accountability and benchmarking purposes. Commissioner Williams thanked Chairman Yeager for his leadership through this process and remarked on several issues the County faced during the past year, and upcoming issues to be dealt with. Commissioner Williams reported, as Chairman of the Value Adjustment Board, there were thirteen (13) petitions filed and the unknown affects it could have on the current values. Commissioner McLemore stated he agreed with Commissioner McDaniel's remarks but cautioned him because the budget has been cut more than forty percent (40%) over the last few years. Chairman Yeager stated although the budget has reduced by more than forty percent (40%), we need to continue to look for ways to operate more efficiently. Commissioner Smiley noted not only are we operating with a skeleton crew, the employees have not received a raise in four (4) years. Commissioner Williams discussed the four (4) pending lawsuits involving the required employee retirement contribution, noting the need to track these.

The being no further business, upon motion by Commissioner McLemore and second by Commissioner Williams, the meeting did then adjourn at 5:29 p.m., E.T.

WARREN J. YEAGER, JR.
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK



A member of the American Fidelity Group,

(Company, WE, US, OUT)

2000 N. Classen Blvd., Oklahoma City, Oklahoma 73106

APPLICATION/SCHEDULE FOR EXCESS LOSS REINSURANCE AGREEMENT

1. Full legal name of Reinsured (YOU, YOUR):
Gulf County Bd of County Comm (FL)
(as it will appear in the Reinsurance Agreement)
2. Principal Office Address:
1000 Cecil G. Costin Sr. Blvd., Port St. Joe FL 32456
(street) (city) (state) (zip)
3. Contact Person: _____
4. Nature of Business: Correctional Institutions
5. If Employee Welfare Benefit Plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal names and addresses of such companies and the nature of their business:
None
6. Full name of YOUR Employee Welfare Benefit Plan:
Gulf County Board of Commissioners Statement of Inmate Medical Benefits

A copy of YOUR ERISA Employee Welfare Benefit Plan Document, and those of any subsidiary or affiliated companies that are to be included, must be attached to, and shall form a part of, this Application/Schedule. If YOUR Employee Welfare Benefit Plan is for a MEWA (Multiple Employer Welfare Arrangement) or an MET (Multiple Employer Trust), YOUR Application/Schedule will not be accepted for consideration unless YOU provide a clear and concise statement from the U.S. Department of Labor that it is exempt from ERISA requirements.

7. Requested Effective Date: 10/01/2011
8. Requested Endorsements: AMD-8253.A
9. OUR Underwriting Manager: Phoenix Excess Risk Underwriters, LLC
10. YOUR Designated Third-Party Administrator (for the purposes of claims administration under YOUR Employee Welfare Benefit Plan):
Name: Health Cost Solutions
Address: P.O. Box 1439
City, State, Zip: Hendersonville TN 37075-1439
Telephone: 800-526-3919
11. YOUR broker/agent of record:
Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____
12. **COVERAGES REQUESTED / SCHEDULE**

The Coverage shown applies only during the Reinsurance Agreement Period from 10/01/2011 (Effective Date)

through 10/01/2012 (Expiration Date) and is further subject to all the provisions of the Reinsurance Agreement.

A. **SPECIFIC EXCESS LOSS COVERAGE** Yes, included No, not included

1) Coverages to be included:

Yes No

 Medical

 Prescription Drug Service: _____

NOTE: In no event will Dental, Vision, or Weekly Income be included under Specific Excess Loss.

2) Specific Attachment Point (unless adjusted by Endorsement):

Per Covered Person: \$10,000

Per Covered Family: _____

3) Specific Reimbursement Percentage: 100%

4) Specific Lifetime Maximum Reimbursement per Covered Person: \$240,000

Of this amount, reimbursement for treatment of drug or alcohol abuse will be limited to:

\$ _____

_____ days

_____ days, up to \$ _____

Treatment of drug or alcohol abuse considered as any other illness

5) Basis of Specific Excess Loss coverage benefit payment (Benefit Period):

Plan Benefits Incurred from 10/01/2011 through 09/30/2012
and Paid from 10/01/2011 through 03/31/2013 □□□□□

Plan Benefits Incurred prior to the Effective Date (Run-In Period) will be limited to:

_____ per Covered Person

_____ for all Covered Persons combined

6) Premium Rates (per day):

Covered Unit Description : Amount
Composite : \$1.09

Covered Unit Description : Amount

7) Minimum Annual Specific Premium: \$11,936

B. AGGREGATE EXCESS LOSS INSURANCE Yes, included No, not included

1) Coverages to be included:

- | | | |
|--------------------------|--------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input type="checkbox"/> | Medical |
| <input type="checkbox"/> | <input type="checkbox"/> | Dental |
| <input type="checkbox"/> | <input type="checkbox"/> | Vision |
| <input type="checkbox"/> | <input type="checkbox"/> | Prescription Drug Service: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Weekly Income: Maximum \$ _____, per covered employee per Reinsurance Agreement Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

2) Monthly Aggregate Factor:

<i>Covered Unit Description :</i>	<i>Medical</i>	<i>Dental</i>	<i>Vision</i>	<i>Prescription Drug Service</i>	<i>Weekly Income</i>	<i>Totals</i>
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3) Number of Covered Units: Quoted Actual

<i>Covered Unit Description :</i>	<i>Medical</i>	<i>Dental</i>	<i>Vision</i>	<i>Prescription Drug Service</i>	<i>Weekly Income</i>
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4) Minimum Annual Aggregate Attachment Point: _____
(12 times Monthly Aggregate Factor(s), times total Number of Covered Units)

5) Aggregate Reimbursement Percentage: 100%

6) Individual Claim Limit: _____

7) Maximum Aggregate Reimbursement (per Reinsurance Agreement Period): ____

8) Basis of Aggregate Excess Loss coverage benefit payment (Benefit Period):

Plan Benefits Incurred from _____ through _____
and Paid from _____ through _____

Plan Benefits Incurred prior to the Effective Date (Run-In Period) will be limited to:

- _____ per Covered Person
- _____ for all Covered Persons combined

9) Premium Rates (per month):

<i>Covered Unit Description : Amount</i>	<i>Covered Unit Description : Amount</i>
--	--

10) Minimum Annual Aggregate Premium _____

13. Eligible for coverage:

- Yes* No
- Retired Employees
 - COBRA Continuees
 - Disabled Employees
 - Transplants

* All "Yes" answers must have disclosure information attached to this Application/Schedule.

14. Initial premium deposit accompanying the application: _____

15. Minimum Plan Enrollment: _____ Covered Units, or 75 % of initial enrollment

YOU have read the foregoing and understand and agree with the terms and conditions of the coverage as set forth by US and as reflected in this Application/Schedule. YOU represent that YOU have formed YOUR Employee Welfare Benefit Plan in compliance with and in reliance on the applicable provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other applicable law or regulation. It is agreed that the statements in this Application/Schedule or in any materials submitted with this Application/ Schedule or attached to it are YOUR representations and shall be deemed material to acceptance of the risk by US and that the Reinsurance Agreement is issued by US in reliance on the truth and accuracy of such representations. Should subsequent information become known which, if known prior to issuance of the Reinsurance Agreement, would affect the premium rates, factors, terms or conditions for coverage thereunder, WE will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to YOU. Any fraudulent statement will render the Reinsurance Agreement null and void and claims, if any, will be forfeited.

THIS APPLICATION DOES NOT BIND COVERAGE. Upon approval of the application, the Reinsurance Agreement evidencing that the coverage is in force will be issued by US through OUR Underwriting Manager. Coverage will commence on the Effective Date set forth in the Reinsurance Agreement.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

ACCEPTED BY THE Reinsured:

Signed at _____

Reinsured (correct legal name)

Date _____

By (Officer's name and title)

□□□□

Reinsured's Broker/Agent of Record

ACCEPTED BY THE COMPANY:

Signed at _____

On behalf of the Company

Date _____

By (Officer's name and title)


**American Fidelity
Assurance Company**

A member of the American Fidelity Group,

2000 N. Classen Blvd, Oklahoma City, Oklahoma 73106

YOU and WE agree to the following changes to the Application/Schedule for the Reinsurance Agreement to which this Endorsement applies:

The Premium Rates for SPECIFIC EXCESS LOSS COVERAGE, as specified in subparagraph 6) of Section 12.A., will be as follows:

6) Premium Rates (per day):

Covered Unit Description	Amount
Composite :	\$1.09

The Premium Rates for AGGREGATE EXCESS LOSS COVERAGE, as specified in subparagraph 9) of Section 12.B., will be as follows:

9) Premium Rates (per day):

Covered Unit Description	Amount
N/A	

YOU and WE agree that the Reinsurance Agreement is amended as follows:

1. Only the Usual and Customary Charges for those services, treatments and supplies specifically listed as covered by the Plan will be considered Eligible Expenses. WE do not recognize "including but not limited to" language.

POLICY FACE PAGE

1. All references to "Employee Welfare Benefit Plan" are changed to read "Statement of Inmate Medical Benefits."

SECTION 1 - DEFINITIONS

1. The following definitions are deleted:
 - Actively at Work
 - COBRA Continuee
 - Covered Family
 - Covered Unit
2. The definition of Eligible Expenses is revised by deleting "and for which the Covered Person is liable to pay."

3. The definition of Incurred is replaced with the following:

Incurred means:

1. with respect to medical services or supplies, the date on which the services are rendered or supplies are received by the Covered Person; and
2. with respect to negotiated medical services or supplies, the date on which the service or supply was initially rendered or used.

4. The definition of Plan is replaced with the following:

Plan means the self-insured health care plan YOU have agreed to make available to Eligible Inmates (as defined in YOUR Statement of Inmate Medical Benefits), and that is the subject of this Reinsurance Agreement.

5. The definition of Plan Benefits is revised by deleting items 1 and 2 from the third paragraph.

6. The definition of Plan Document is replaced with the following definition of Statement of Inmate Medical Benefits:

Statement of Inmate Medical Benefits means the written instrument which describes the Plan and names the fiduciaries or trustees who jointly and separately have authority to control and manage the operations and administration of the Plan. The Statement of Inmate Medical Benefits must be in effect on the Effective Date of this Reinsurance Agreement. The Statement of Inmate Medical Benefits shall be attached to and made a part of this Reinsurance Agreement. Any changes to the Statement of Inmate Medical Benefits must be approved by US. (See the "Changes to YOUR Plan" provision.)

7. The definition of Third Party Administrator is revised by deleting the last paragraph.

SECTION IV - REIMBURSEMENT OF ADDITIONAL COVERAGES

1. Section IV is deleted in its entirety.

SECTION V - LIMITATIONS

1. The following provisions are deleted:
 - Actively at Work
 - Disabled Persons
 - Newborn Children
 - Retired Employees
 - COBRA Continuees
 - Drug or Alcohol Abuse
2. The first item 2 in the Non-Disclosed Losses provision is deleted in its entirety.

SECTION VI - EXCLUSIONS

1. Items 3, 10, 16, and 22 are deleted.
2. In item 18 the term "Plan Document" is changed to "Statement of Inmate Medical Benefits."

SECTION VII - PREMIUMS AND FACTORS

1. In the Changes in Premium Rates and Factors provision, item 2 in the first paragraph is deleted.

SECTION 11 - GENERAL PROVISIONS

- 1. The following provision Subsidiaries, Affiliated Companies Under YOUR Plan is deleted in its entirety.
- 2. The Disclaimer provision is revised by deleting "WE do not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974, as amended."
- 3. The provision Physical Examination and Medical Evidence is replaced with the following:

Physical Examination and Medical Evidence

WE may require any medical evidence or other information, including a physical examination or health statement, regarding any Covered Person for whom YOU have Paid a claim under the Plan and submitted such claim for reimbursement under this Reinsurance Agreement. Such examination or evidence shall be provided as often as is reasonably necessary, without expense to US

THERE ARE NO REINSURANCE AGREEMENT CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.

Signed for AMERICAN FIDELITY ASSURANCE COMPANY



Secretary

Endorsement Number: 8253.A

Effective Date: 10/01/2011

Excess Loss Reinsurance Agreement Number: AFA-P10-510

Reinsured's Name: Gulf County Bd of County Comm (FL)

Signature of Reinsured's Authorized Representative: _____

Authorized Representative's Title: _____

Date Signed: _____

**American Fidelity
Assurance Company**

A member of the American Fidelity Group,

2000 N. Classen Boulevard., Oklahoma City, Oklahoma 73106

Specific Annual Limit

YOU and WE agree that the Application/Schedule is changed as follows:

Subparagraph 4) of Section 12.A. is replaced with the following:

4) Specific Maximum Reimbursement per Covered Person:

\$240,000 or

Unlimited

YOU and WE agree that the Reinsurance Agreement is changed as follows:

The definition of **Specific Lifetime Maximum Reimbursement** is replaced with the following, and all references to Specific Lifetime Maximum Reimbursement are changed to read Specific Maximum Reimbursement:

Specific Maximum Reimbursement means the maximum amount WE will reimburse YOU with respect to any claims for a person covered under the Plan that have been filed or submitted under this Reinsurance Agreement. The Maximum excludes the Specific Attachment Point amount. The Maximum will not exceed the amount shown in the Application/Schedule.

THERE ARE NO REINSURANCE AGREEMENT CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.

Signed for AMERICAN FIDELITY ASSURANCE COMPANY



Secretary

Endorsement Number: 22

Effective Date: 10/1/2011

Excess Loss Policy Number: AFA-P10-510

Policyholder Name: Gulf County Bd of County Comm (FL)

Signature of Policyholder's Authorized Representative:

Authorized Representative's Title:

Date Signed:

**STATEMENT OF INMATE MEDICAL BENEFITS
SUBJECT TO THE TERMS AND CONDITIONS
STATED HEREIN
(STATEMENT OF BENEFITS)**

Benefits for an Eligible Inmate are determined by the Eligible Inmate's classification and by the terms of this Statement of Benefits.

INMATE MEDICAL BENEFITS INCLUDE:

Inpatient Hospitalization;
Outpatient Surgical Center Surgery and/or Facility Charges;
Emergency Room Charges, if immediately followed by Inpatient admission;
Physicians' & Surgeons' fees while inmate is an Inpatient or Outpatient;
Anesthesiologists & Radiologists charges;
Nurses charges;
Diagnostic x-ray & laboratory services;
Dressings, drugs, & medicines dispensed in a Hospital or Outpatient facility;
Rehabilitative Care (inpatient only)
Custodial Care (inpatient only)

Named County: Gulf County Board of County Commissioners

Address: 1000 Cecil G. Costin Sr. Blvd.

City: Port St. Joe

State: FL

Zip Code: 32456

Effective Date: 10/01/2008

The first payment of premium is due and payable on or before the Effective Date shown above, and all other premiums are due by the 15th of the month following the previous month of coverage while the coverage is in force.

Signed at: Port St. Joe, FL

Date: 09/29/2008

By: Denise Manuel

Title: Risk Manager

DEFINITIONS

AIDS means Acquired Immune Deficiency Syndrome, as that term is currently defined by the United States Centers for Disease Control.

ARC means AIDS Related Complex, reflected lymphadenopathy involving at least two extra inguinal sites for at least three months duration in the absence of any current illness or drugs known to cause lymphadenopathy.

CUSTODIAL CARE means care primarily designed to assist the claimant in activities of daily living.

DAY PASS means a status of inmate whereby the inmate leaves the Jail or Workhouse facility to work away from the Jail or Workhouse facility and is not being guarded while away, and the inmate is required to return to the Jail or Workhouse facility after work.

ELIGIBLE INMATE(S) means each person(s) who is arrested by a designated licensed authority and officially delivered into the care, custody and control of a County Jail/Workhouse; provided, however, Eligible Inmates do not include any person for whom the County is not solely financially responsible. The inmate will remain an "Eligible Inmate" up until the date of discharge from incarceration as designated by the appropriate governing body or any date earlier as seen fit by such governing body. Eligible Inmates include among others: pre-trial misdemeanants, pre-trial felons, and convicted misdemeanants. The inmate will cease to be an Eligible Inmate as of the date of discharge from incarceration from a County Jail/Workhouse, even if such date of discharge occurs while the inmate is hospitalized. Day Pass will be covered.

EMERGENCY MEDICAL means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the person's life or limb in danger if medical attention is not provided within 24 hours.

EXPERIMENTAL PROCEDURE means any medical procedure, equipment, treatment or course of treatment, or drugs or medicine that is (1) meant to investigate and is limited to research; (2) not proven in an objective manner to have therapeutic value or benefits; (3) restricted to use at those centers capable of carrying out disciplined clinical efforts and scientific studies; and (4) medically questionable as to effectiveness. **Experimental drug** means any drug or medicine that has not been approved by the United States Food and Drug Administration for the purpose for which it has been administered.

HIV POSITIVE means laboratory evidence defined by the United States Centers for Disease Control as being positive for human immunodeficiency virus infection.

HOSPITAL means a place which meets all of the following requirements:

- 1) is accredited as a general or specialty Hospital by the Joint Commission on Accreditation of Hospitals;
- 2) is open at all times;
- 3) is operated chiefly for the treatment of sick or injured persons as Inpatients;
- 4) has a staff of one or more Physicians available at all times;
- 5) provides 24 hour nursing services by Registered Nurses (R.N.s);
- 6) includes areas designed for diagnosis and major Surgical Procedures, or, if it is chiefly a place for the treatment of mentally handicapped persons, has an agreement with a Hospital to perform Surgery which may be required; and
- 7) is the nearest facility that can provide the level of medical care required.

DEFINITIONS (Continued)

The term hospital does not include:

- 1) a convalescent facility, nursing home, rest home, or Skilled Nursing Facility; or
- 2) a facility chiefly operated for treatment of the aged, drug addicts, or alcoholics.

JAIL means a county incarceration facility that is a secure place for keeping people found guilty of minor crimes, as defined by state law, or awaiting legal judgment.

ILLNESS means a sickness or disease. Illness does not include Pregnancy (unless elected in the Schedule of Coverage), learning disabilities, attitudinal disorders or disciplinary problems.

INJURY means an accidental, unforeseen event resulting in bodily Injury.

INPATIENT means a person who is an overnight resident of a Hospital, using and being charged for room and board.

INTENSIVE CARE UNIT means a Cardiac Care Unit or other unit or area of a Hospital which meet the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

INVASIVE means a surgical or diagnostic procedure performed by inserting something into or operating on the body through an incision or natural orifice.

MEDICALLY NECESSARY means a service, medicine or supply which is necessary and appropriate for the diagnosis or treatment of an Illness or Injury based on generally accepted current medical practice. A service, medicine or supply will not be considered Medically Necessary if it:

1. is provided only as a convenience to the patient or provider;
2. is not appropriate for the patient's diagnosis or symptoms;
3. exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

MENTAL OR NERVOUS DISORDER means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:

1. a disease of the brain with predominant behavioral symptoms;
2. a disease of the mind or personality, evidenced by abnormal behavior;
3. a disorder of conduct evidenced by socially deviant behavior.

OFFSITE means not within the confines of the County Jail/Workhouse.

ORGAN TRANSPLANT PROCEDURES means kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.

OUTPATIENT SURGICAL CENTER means any public or private establishment which:

- 1) has a staff of Physicians;
- 2) has permanent facilities that are equipped and operated primarily for the purpose of performing Surgical Procedures;
- 3) provides continuous Physician and nursing services while patients are in the facility; and
- 4) is licensed by the state in which it resides.

DEFINITIONS (Continued)

OUTPATIENT SURGICAL SERVICES means an Eligible Inmate who has surgical services rendered at a Outpatient Surgical Center and is discharged within 24 hours of admission.

PHYSICIAN and PHYSICIAN SERVICES means a person duly licensed or certified by the State to treat the type of Injury or Illness for which a claim is made and who is practicing within the scope of his/her license.

PREGNANCY means the physical condition of being pregnant, including complications of pregnancy.

REASONABLE AND CUSTOMARY means the usual charge made by a group, entity or person who renders or furnishes covered services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons; (1) who reside in the same geographical area (as determined by CMS Guidelines); and (2) whose Illness or Injury is comparable in nature and severity.

In determining whether a charge is Reasonable, one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
3. the severity of the nature or Illness or Injury being treated;
4. the amount charged for the same or comparable services, medicines or supplies in other parts of the country;
5. the cost to the provider of providing the service, medicine, or supply.

REGISTERED NURSE means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.

REHABILITATIVE CARE means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following an Illness or Injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.

SUBSTANCE ABUSE means alcohol, drug or chemical abuse, overuse or dependency

SURGERY OR SURGICAL PROCEDURES means;

1. an Invasive diagnostic procedure; or
2. the treatment of an Illness by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

WORKHOUSE means a county incarceration facility where inmates perform work duties assigned to them by the government authorities in charge of the facility which is a secure place for keeping people found guilty of minor crimes, as defined by state law, or awaiting legal judgment.

EXCLUSIONS

Inmate Medical Benefits Do Not Include:

- 1) Expenses for which the County is not legally obligated to pay
- 2) Expenses not incurred by the County in respect of an Eligible Inmate.
- 3) Expenses not administered or ordered by a Physician.
- 4) Expenses not Medically Necessary for the diagnosis or treatment of an Injury or Illness.
- 5) Any expenses excluded or limited by this Statement of Benefits, or any schedule or endorsements.
- 6) Any expenses provided at no cost to the County.
- 7) Any expenses resulting from any medical care or treatment administered in a County jail or workhouse or correctional facility.
- 8) Expenses of litigation.
- 9) Any and all expenses which are recoverable from, or attributable to, any other medical or hospitalization benefit policy or insurance including Medicare or State sponsored insurance plan.
- 10) Expenses for Experimental Procedures, drugs, or research studies, or for any services or supplies not considered legal in the United States or not approved by the FDA.
- 11) Expenses incurred for organ donations.
- 12) Expenses resulting from an Injury or Illness that is the result of a nuclear or radioactive accident or natural disaster.
- 13) Expenses which are incurred after the Eligible Inmate has been released from custody or control of correctional authorities.
- 14) Expenses for treatments of Mental or Nervous Disorders (unless elected in the Schedule of Coverage).
- 15) Expenses related to any program for the treatment of Substance Abuse.
- 16) Expenses/wages for, or in connection with, providing security or guarding any Eligible Inmate while an Inpatient or Outpatient in an accredited Hospital or Outpatient Surgical Center or Physician's office (unless elected in the Schedule of Coverage).
- 17) Medical Expenses for treatment of an Injury resulting from, or in connection with, providing security or guarding any Eligible Inmate (unless elected in the Schedule of Coverage). The medical treatment of Injuries sustained by the Eligible Inmate as a result of the Eligible Inmate needing to be restrained or controlled will not be excluded so long as it can be shown that only reasonable force was exercised by law enforcement personnel.
- 18) Expenses in connection with dependent care.
- 19) Expenses for the treatment of AIDS, ARC or HIV (unless elected in the Schedule of Coverage).

EXCLUSIONS (Continued)

- 20) Expenses for:
- a. weight modification, or surgical treatment of obesity, including wiring of the teeth and all forms of intestinal bypass Surgery
 - b. breast reduction or augmentation.
 - c. sex / gender changes.
- 21) Expenses for services that are solely cosmetic or aesthetic.
- 22) Expenses for any drug, treatment or procedure that either promotes or prevents conception or prevents childbirth, including but not limited to:
- a. artificial insemination;
 - b. treatment for infertility or impotency;
 - c. sterilization or reversal of sterilization;
 - d. abortion (unless the life of the mother would be endangered if the fetus was carried to term).
- 23) Expenses for vocational or recreational therapy or vocational rehabilitation.
- 24) Expenses due to Pregnancy (unless elected in the Schedule of Coverage).
- 25) Expenses for care of newborn infants.
- 26) Expenses for preventative care, including routine physical examinations, premarital examinations and educational programs.
- 27) Expenses for marriage, family or child counseling.
- 28) Expenses in connection with any Eligible Inmate who is in the custody of County Jail/Workhouse on the effective date of the Statement of Inmate Medical Benefits and is hospitalized on or within 72 hours of the effective date.
- 29) Any payment of, or on account of, punitive or exemplary charges.

SCHEDULE OF COVERAGE

Named County:

The following optional coverages remain excluded as stated in the Exclusions Section unless clearly marked as selected below.

Coverage for treatment of Mental or Nervous Disorders is: Selected

Coverage for treatment of AIDS, ARC, or HIV is: Selected

Coverage for treatment of Pregnancy is: Selected

Coverage for 50% of the cost of guarding an Inmate by a Sheriff's Deputy(ies) during covered medical treatment when guarding is required by the Inmate's behavioral and medical circumstances is: Selected

ADMINISTRATION OF CLAIMS

1. The County shall undertake at all times to employ the services of an Administrator, who shall be deemed the agent of the County.
2. The Administrator, acting on behalf of the County, shall:
 - a. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims;
 - b. maintain accurate records of all claims payments;
 - c. provide the County on or before the 15th day of each and every policy month, on a reporting form supplied by the County, the following data for the immediately preceding policy month:
 1. Number of Eligible Inmates
 2. Amount of paid claims
 3. Premium paid
 4. Amount of unpaid processed claims on hand
 - d. provide case management to appropriately manage the care of all Inpatient services and if requested by the County, allow the County to participate in the managed care.

The County shall be responsible at their own cost and expense for the investigations, settlement or defenses of any claims made or suit brought or proceedings instituted against the County.

Brett Lowry

From: Frank Carcione [frankc@crisks.com]
Sent: Thursday, September 29, 2011 12:21 PM
To: Brett Lowry
Subject: Re: FW: Inmate Excess Medical Insurance - Timing OK

Yes, Brett, Gulf County will be insured as the renewal policy year begins October 1, 2011.

Frank W. Carcione, Vice President
 Correctional Risk Services, Inc.



215 Jamestown Park Dr. Suite 201
 Brentwood, TN 37027
 615-376-6101 Office
 615-498-5360 Direct/Mobile

----- On Thu, 29 Sep 2011 10:26:26 -0500 **Brett Lowry** <blowry@gulfcounty-fl.gov> wrote -----

Frank,

I am not going to be able to get the new policy signed until that October 11th meeting. Will that be fine as well? I just want to make sure we are insured.

Thanks,

Brett

From: Frank Carcione [mailto:frankc@crisks.com]
Sent: Thursday, September 29, 2011 10:29 AM
To: blowry
Subject: Inmate Excess Medical Insurance - Timing OK

Brett, the insurance company has agreed to make the renewal effective October 1, 2011 even though the commissioners meeting and authorization of the annual premium will not occur until later in October.

They understand the meeting timing issue.

Thanks for your help.

Frank W. Carcione, Vice President

Correctional Risk Services, Inc.



215 Jamestown Park Dr. Suite 201

Brentwood, TN 37027

615-376-6101 Office

615-498-5360 Direct/Mobile



Florida Department of
Environmental Protection
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

55
Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard
Jr.
Secretary

September 26, 2011

Mr. Don Butler
County Administrator
Gulf County
1000 Cecil G. Costin Sr. Boulevard
Port St. Joe, Florida 32456

2011 Sep 26 AM 11:00
COMMISSIONERS

Subject: Deal Tract

Dear Mr. Butler,

Enclosed are four original Sublease No. 4119-02 instruments for execution. Please have each executed and returned to me at the address above for final execution. Upon final execution by the Florida Department of Environmental Protection, Division of State Lands, a fully signed original will be sent for your records.

For expedited service, please include my name, Pamela Phillips, and MS 235 on your return correspondence.

If you have any questions, feel free to contact me at (850) 245-2109.

Thanks you for your consideration.

Sincerely,

Pamela King Phillips
Environmental Specialist III
Coastal and Aquatic Managed Areas

cc
Lee Edmiston
Larry Nall
Garlick Environmental

BCC APPROVED

DATE _____ D.C. _____

2011 SEP 26 11:00 AM
COMMISSIONERS

55

CONSENT
2011 09 26 11:00 AM
COMMISSIONERS

Consent

OAS1

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF COASTAL AND AQUATIC MANAGED AREAS

SUBLEASE AGREEMENT

Sublease Number 4119-002

THIS SUBLEASE AGREEMENT is entered into this _____ day of _____ 2011, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF COASTAL AND AQUATIC MANAGED AREAS, hereinafter referred to as "SUBLESSOR," and GULF COUNTY, FLORIDA, hereinafter referred to as "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the St. Joseph Bay State Buffer Preserve under TRUSTEES' Lease Number 4119.
2. DESCRIPTION OF PREMISES: The property subject to this sublease agreement, is situated in the County of Gulf, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. SUBLEASE TERM: The term of this sublease shall be for a period of ten (10) years commencing _____ and ending on _____, unless sooner terminated pursuant to the provisions of this sublease.
4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a public parking area and restroom facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.
5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' LEASE NO. 4119 between the TRUSTEES and SUBLESSOR dated March 29, 1996, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. LAND USE PLAN: SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Land Use Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Land Use Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times

to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which does not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease, SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE shall self-insure these coverages. The insurer must possess a minimum current rating of B+ Class VIII in "Best's Key Rating Guide." Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in

value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and

all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR:	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF COASTAL AND AQUATIC MANAGED AREAS, MAIL STATION 235 3900 COMMONWEALTH BOULEVARD TALLAHASSEE, FLORIDA 32399-3000
SUBLESSEE:	GULF COUNTY BOARD OF COUNTY COMMISSIONERS 1000 CECIL G. COSTIN, SR. BOULEVARD PORT SAINT JOE, FLORIDA 32456

Mandatory copy to:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
BUREAU OF PUBLIC LAND ADMINISTRATION
3800 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may

either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall

relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.
27. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.
29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
32. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.
33. SUBSUBLEASES: This sublease is for the purposes specified herein and any sub subleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any sub sublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.
37. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.
38. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.
39. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITION: The following special condition shall apply to this sublease.

- a. Within twelve (12) months of execution of this sublease, SUBLESSEE shall maintain a monitoring log of the activities on the subleased premises, from the date of commencement of construction of the public parking area and restroom facility until construction is completed. SUBLESSEE shall submit monthly updates to the mandatory monitoring log to the Buffer Preserve Manager of the St. Joseph Bay State Buffer Preserve, at 319 Highway C-30, Port Saint Joe, Florida, 32456, (850) 229-1787.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF COASTAL AND AQUATIC MANAGED AREAS

By: Larry Nall, Acting Director

Witness Print/Type Witness Name

Witness Print/Type Witness Name

"SUBLESSOR"

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of ___ 2011, by Larry Nall, as Acting Director, Office of Coastal and Aquatic Managed Areas, Florida Department of Environmental Protection. He is personally known to me or who produced ___ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

GULF COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
Warren Yeager, Jr., Chairman

(OFFICIAL SEAL)

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

Attest: _____

Print/Type Name

Title: _____

"SUBLESSEE"

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2011, by Warren Yeager, Jr., as Chairman, and _____ as _____, on behalf of the Board of County Commissioners of Gulf County, Florida. They are personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by the TRUSTEES on ____ day of _____, 2011.

Gloria C. Barber, Operations and
Management Consultant Manager
Bureau of Public Land Administration
Division of State Lands, State of
Florida Department of Environmental
Protection

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A"

PARKING AND ACCESS AREA

COMMENCE AT NORTHWEST CORNER OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 11 WEST IN GULF COUNTY, FLORIDA AND RUN THENCE S88°41'46"E ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 20 FOR A DISTANCE OF 1318.64 FEET; THENCE S01°14'23"W 1721.53 FEET; THENCE S88°45'37"E 10.62 FEET; THENCE S00°54'22"W 308.00 FEET; THENCE S18°38'08"E 17.53 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN S34°52'19"W 31.52 FEET; THENCE S55°07'41"E 21.70 FEET; THENCE S34°52'19"W 126.59 FEET; THENCE S30°39'27"W 72.74 FEET; THENCE S41°08'38"W 6.39 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF STATE ROAD 30-E, CAPE SAN BLAS ROAD (100 FOOT RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE WITH A RADIUS OF 1960.08 FEET, THROUGH A CENTRAL ANGLE OF 00°35'26" FOR AN ARC DISTANCE OF 20.20 FEET, THE CHORD OF SAID ARC BEING S21°52'38"E 20.20 FEET; THENCE N41°08'38"E 17.20 FEET; THENCE N30°39'27"E 73.73 FEET; N34°52'19"E 101.01 FEET; THENCE N79°52'19"E 35.25 FEET; THENCE N34°52'19"E 61.37 FEET; THENCE N55°07'41"W 20.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 29°38'22" FOR AN ARC DISTANCE OF 77.60 FEET (THE CHORD OF SAID ARC BEING N22°03'11"E 76.73 FEET) TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 06°30'27" FOR AN ARC DISTANCE OF 11.36 FEET (THE CHORD OF SAID ARC BEING N10°29'13"E 11.35 FEET); THENCE N41°55'26"W 17.28 FEET; THENCE S23°56'59"W 19.92 FEET; THENCE N33°12'42"W 21.32 FEET; THENCE N81°52'47"W 9.71 FEET; THENCE S61°57'27"W 23.35 FEET; THENCE S17°07'24"W 37.32 FEET; THENCE S02°39'59"E 29.53 FEET; THENCE S55°39'12"E 15.81 FEET; THENCE S01°50'14"E 10.58 FEET; N88°54'37"W 26.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES MORE OR LESS.

4,000 SQUARE FOOT PARCEL

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 11 WEST IN GULF COUNTY, FLORIDA AND RUN THENCE S88°41'46"E ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 20 FOR A DISTANCE OF 1318.64 FEET; THENCE S01°14'23"W 1721.53 FEET; THENCE S88°45'37"E 10.62 FEET; THENCE S00°54'22"W 228.84 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN N21°37'19"E 20.31 FEET; THENCE N62°17'41"E 17.03 FEET; THENCE S85°39'13"E 31.50 FEET; THENCE S41°55'26"E 35.01 FEET; THENCE S23°56'59"W 19.92 FEET; THENCE N33°12'42"W 21.32 FEET; THENCE N81°52'47"W 9.71 FEET; THENCE S61°57'27"W 23.35 FEET; THENCE S17°07'24"W 37.32 FEET; THENCE S02°39'59"E 29.53 FEET; THENCE S55°39'12"E 15.81 FEET; THENCE S01°50'14"E 10.58 FEET; THENCE N88°54'37"W 26.81 FEET; THENCE N18°38'08"W 17.53 FEET; THENCE N00°54'27"E 79.16 FEET TO THE POINT OF BEGINNING, CONTAINING 4,000 SQUARE FEET MORE OR LESS.

BSM APPROVED
 By MA Date 8-10-11

SAL8101

EXHIBIT "B"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

706,488 Treasury Shares Unlimited

LEASE AGREEMENT
ST. JOSEPH BAY STATE BUFFER PRESERVE

Lease No. 4119

This lease is made and entered into this 29th day of March 1996, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF MARINE RESOURCES, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds fee title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by state agencies which may properly use and possess them for the benefit of the people of the State of Florida.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Gulf, State of Florida and is more particularly described in Exhibit A attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of

fifty (50) years, commencing on March 29, 1996 and ending on March 28, 2046, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only as a state buffer preserve, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from, and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Section 253.034, Florida Statutes, and Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Bureau of Land Management Services, Department of Environmental Protection, Mail Station 130. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify

management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain adequate fire and extended risk insurance coverage for any improvements or structures located on the leased premises in amounts not less than the full insurable replacement value of such improvements by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399.

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. LESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of LESSEE and its officers, employees and agents.

11. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been

obtained from the Division of Historical Resources of the Department of State. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

12. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easements not approved in writing by LESSOR shall be void and without legal effect.

13. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

14. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall surrender the leased premises, to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399, at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of

the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division of State Lands. If the leased premises do not meet all conditions as set forth in paragraphs 18 and 21 herein, LESSEE shall, at its expense, pay all cost necessary to meet the prescribed conditions.

15. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

16. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

17. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

18. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

19. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location, and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE and which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated, keeping the leased premises free of trash or litter and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

22. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the

cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

24. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

26. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

27. DAMAGE TO THE PREMISES: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (B) Lessee shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 U.S.C. Section

9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all

within the reporting periods of the applicable governmental agencies.

28. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

29. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

30. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

31. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

32. TIME: Time is expressly declared to be of the essence of this lease.

33. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

34. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or

limit the scope, extent or intent of this lease or any provisions thereof.

35. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300.00. The initial annual administrative fee shall be payable within 30 days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND MANAGEMENT SERVICES, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Cassandra Bateaux
Witness
CASSANDRE BATEAUX
Print/Type Witness Name

Hannie J. Suber
Witness
HANNE J. SUBER
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of March 1996, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Patricia Toleday
Notary Public, State of Florida

(SEAL)

Print/Type Notary Name: OFFICIAL NOTARY SEAL
PATRICIA TOLODAY
Commission Number: NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC191699
MY COMMISSION EXP. APR. 18, 1996

My Commission Expires:

Approved as to Form and Legality

By: Laura Hain
DEP Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF MARINE RESOURCES

By: [Signature] (SEAL)

Edwin J. Conklin
Print/Type Name

Title: Director

"LESSEE"

Hazel H. Jones
Witness
HAZEL H. JONES
Print/Type Witness Name
Maria E. Shiver
Witness
MARIA E. SHIVER
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of March 1996, by Edwin J. Conklin, as Director of the Division of Marine Resources, State of Florida Department of Environmental Protection. He/she is personally known to me or who has produced (personally known) as identification.

Evelyn Kathleen Ethridge
Notary Public, State of Florida

(SEAL)

Evelyn Kathleen Ethridge
Print/Type Notary Name



EVELYN KATHLEEN ETHRIDGE
MY COMMISSION # CC257104 EXPIRES
February 3, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

Commission Number: CC257104

My Commission Expires: February 3, 1997

This instrument prepared By and
Please Return To:

Martin R. Dix, Esquire
Katz, Kutter, Haigler, et al.
Post Office Box 1877
Tallahassee, Florida 32302-1877

FILED AND RECORDED
DATE 11/02/95 TIME 17:09 E
SE
BENNY LISTER CLERK
CO:GULF ST:FL
DOC STAMPS 14,177.10
INTANG TAX .00
RECORD VERIFIED
BY J. K. [Signature] ST-DC
FL 953301 B 183 P 946
CO:GULF ST:FL

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 27th day of October, A.D. 1995, between TREASURE SHORES LIMITED, a Florida limited partnership, of the County of Bay in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Gulf County, Florida, with all riparian and littoral rights appertaining thereto to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number:
06265-000R, 06271-000R, 06272-000R, 06277-000R, 06265-
100R, 06267-000R, 06274-100R

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

Reserving unto Grantor a 60' wide non-exclusive easement for access, ingress, and egress (the "Easement") to and from property retained by the Grantor and situated easterly and adjacent to the property described in Exhibit "A". The Easement shall be used solely for private recreational and emergency purposes by Grantor and shall be maintained by Grantor at Grantor's sole cost and expense as an unpaved roadway. In the event the Easement is used by Grantor for purposes other than as stated herein, it shall automatically terminate and Grantor shall have no further rights hereunder. The Easement is more particularly described in Exhibit "B" attached hereto.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

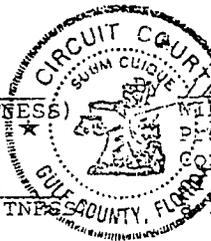
SELLER

Signed, sealed and delivered in the presence of:

TREASURE SHORES LIMITED, a Florida limited partnership
7911 Thomas Drive, Suite 2
Panama City, Florida 32408

Kristen M. Williams
(SIGNATURE OF FIRST WITNESS)
KRISTEN M. WILLIAMS
(PRINT NAME OF FIRST WITNESS)

William C. Grimsley, Jr.
WILLIAM C. GRIMSLEY, JR., as President of Treasure Shores Corp., sole general partner
Treasure Shores Limited, Florida limited partnership



(Corporate Seal)

FL 953301 B 183 P 947
CD:GULF ST:FL

[Signature]
(SIGNATURE OF SECOND WITNESS)

Donald R. Crisp
(PRINT NAME OF SECOND WITNESS)

FL 953301 B 183 P 948
CO:GULF ST:FL

STATE OF FLORIDA)
COUNTY OF BAY)

The foregoing instrument was acknowledged before me this 27th day of October, 1995, by WILLIAM C. GRIMSLEY, JR., as President of Treasure Shores Corp., sole general partner of Treasure Shores Limited, a Florida limited partnership. Such person (Notary Public must check applicable box):

- [X] is personally known to me.
- [] produced a current driver license.
- [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public
Donald R. Crisp
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____
My Commission Expires _____
DONALD R. CRISP
My Comm Exp. 3/30/97
Bonded By Service Ins
No. 0026734
 Personally Known Other I.R.



APPROVED AS TO FORM AND LEGALITY
By: [Signature]
DEP Attorney
Date: 11-8-95

EXHIBIT "A"

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FL 953301 B 183 P 949
CO:GULF ST:FL

All of the lands described in Official Records Book 113, Page 95; Official Records Book 88, Page 349; Official Records Book 123, Page 251; Official Records Book 123, Page 253 and Official Records Book 120, Page 89, all of the Public Records of Gulf County, Florida, lying South of the North line of the South Half of Sections 1 and 2, Township 9 South, Range 11 West, Gulf County, Florida, lying North of the South line of Section 14, Township 9 South, Range 11 West, and lying North and West of the following described line: Beginning at the Point of Intersection of the South line of Section 14, Township 9 South, Range 11 West, Gulf County, Florida, with the Easterly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width; thence Northerly along the arc of a curve to the left, said curve having a radius of 1438.22 feet, a central angle of 26 degrees 17 minutes 41 seconds for a distance of 660.05 feet, said arc having a chord bearing and distance of North 03 degrees 02 minutes 38 seconds East, 654.27 feet; thence leaving said right-of-way line of County Road No. 30, North 84 degrees 04 minutes 20 seconds East, 115.72 feet to an iron rod; thence North 41 degrees 09 minutes 50 seconds East, 303.38 feet to an iron rod; thence North 27 degrees 41 minutes 20 seconds East, 395.41 feet to an iron rod; thence North 24 degrees 19 minutes 50 seconds East, 403.34 feet to an iron rod; thence North 24 degrees 31 minutes 05 seconds East, 533.34 feet to an iron rod; thence North 68 degrees 36 minutes 00 seconds East, 116.59 feet to an iron rod; thence North 42 degrees 13 minutes 50 seconds East, 682.92 feet to an iron rod; thence North 39 degrees 44 minutes 15 seconds East, 341.07 feet to an iron rod; thence North 48 degrees 27 minutes 05 seconds East, 247.88 feet to an iron rod; thence North 25 degrees 18 minutes 20 seconds East, 108.45 feet to an iron rod; thence North 08 degrees 56 minutes 20 seconds East, 227.96 feet to an iron rod; thence North 13 degrees 38 minutes 00 seconds East, 210.94 feet to an iron rod; thence North 08 degrees 02 minutes 20 seconds East, 307.86 feet to an iron rod; thence North 26 degrees 14 minutes 00 seconds East, 155.30 feet to an iron rod; thence North 32 degrees 40 minutes 00 seconds East, 90.36 feet to an iron rod; thence North 18 degrees 47 minutes 30 seconds East, 268.25 feet to an iron rod; thence North 17 degrees 14 minutes 30 seconds East, 250.33 feet to an iron rod; thence North 02 degrees 09 minutes 25 seconds East, 148.31 feet to an iron rod; thence North 17 degrees 09 minutes 25 seconds East, 75.29 feet to an iron rod; thence North 31 degrees 55 minutes 10 seconds East, 56.71 feet to an iron rod; thence North 06 degrees 25 minutes 35 seconds East, 341.14 feet to an iron rod; thence North 25 degrees 19 minutes 15 seconds East, 193.73 feet to an iron rod; thence North 29 degrees 27 minutes 00 seconds East, 543.70 feet to an iron rod; thence North 31 degrees 30 minutes 00 seconds East, 217.23 feet to an iron rod; thence North 04 degrees 23 minutes 00 seconds East, 328.26 feet to an iron rod; thence North 61 degrees

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58 minutes 45 seconds West, 237.92 feet to an iron rod; thence North 23 degrees 44 minutes 55 seconds East, 279.04 feet to an iron rod; thence North 25 degrees 54 minutes 15 seconds East, 652.43 feet to an iron rod; thence North 28 degrees 34 minutes 55 seconds East, 218.45 feet to an iron rod; thence North 22 degrees 46 minutes 55 seconds East, 271.82 feet to an iron rod; thence North 23 degrees 50 minutes 55 seconds East, 1295.41 feet; thence North 49 degrees 12 minutes 13 seconds West, 226.07 feet; thence North 17 degrees 58 minutes 20 seconds East, 1138.99 feet to an iron rod; thence North 17 degrees 49 minutes 20 seconds East, 1189.68 feet to an iron rod; thence North 17 degrees 50 minutes 05 seconds East, 1014.87 feet to an iron rod; thence North 18 degrees 10 minutes 10 seconds East, 987.07 feet to an iron rod on the North line of South Half of said Section 1, Township 9 South, Range 11 West, Gulf County, Florida said point being the Point of Termination of this line.

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED TWELVE PARCELS:

PARCEL 1:

Treasure Bay, Unit II, an Unrecorded Subdivision, described as follows: Commence at a concrete monument marking the Northeast Corner of Lot 1, Block "A", Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida; thence South 15 degrees 27 minutes 30 seconds West, 361.27 feet; thence South 89 degrees 17 minutes 15 seconds East, 68.42 feet to a point on the Easterly right-of-way line of County Road No. 30, said right-of-way being 66.00 feet in width, for the Point of Beginning; thence continue South 89 degrees 17 minutes 15 seconds East, 217.80 feet; thence South 15 degrees 27 minutes 30 seconds West, 827.28 feet; thence North 89 degrees 17 minutes 15 seconds West, 217.80 feet to a point on the said Easterly right-of-way line of said County Road No. 30; thence North 15 degrees 27 minutes 30 seconds East, along said Easterly right-of-way line of said County Road No. 30, 827.28 feet to the Point of Beginning. Said lands located in Section 14, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 2:

Treasure Bay, Highway Frontage Lots, an Unrecorded Subdivision, described as follows: Commence at a concrete monument marking the Northeast Corner of Lot 1, Block "A", Treasure Bay Unit I, as per plat thereof recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida; thence South 15 degrees 27 minutes 30 seconds West, 361.27 feet; thence South 89 degrees 17 minutes 15 seconds East, 68.42 feet to a point on the Easterly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width, for the Point of Beginning; thence along said Easterly right-of-way line of said County Road No. 30, North 15 degrees 27 minutes 30 seconds East, 1550.96 feet; thence South 89 degrees 17 minutes 15 seconds East, 217.80 feet; thence South 15 degrees 27 minutes 30 seconds West, 1550.96 feet; thence North 89 degrees 17 minutes 15 seconds West, 217.80 feet to the Point of Beginning.

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CO:GULF ST:FL

Said lands located in Section 14, Township 9 South, Range 11 West, Gulf County, Florida.

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PARCEL 3:

Treasure Bay, Unit III, an Unrecorded Subdivision, described as follows: Commence at a concrete monument marking the Northeast Corner of Lot 1, Block "A", Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida; thence South 15 degrees 27 minutes 30 seconds West, 361.27 feet; thence South 89 degrees 17 minutes 15 seconds East, 68.42 feet to a point on the Easterly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width; thence North 15 degrees 27 minutes 30 seconds East, along said Easterly right-of-way line of said County Road No. 30, 1550.96 feet for the Point of Beginning; thence continue North 15 degrees 27 minutes 30 seconds East, along said right-of-way line of said County Road No. 30, 517.03 feet; thence South 89 degrees 17 minutes 15 seconds East, 217.80 feet; thence South 15 degrees 27 minutes 30 seconds West, 517.03 feet; thence North 89 degrees 17 minutes 15 seconds West, 217.80 feet to the Point of Beginning. Said lands located in Section 14, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 4:

Treasure Bay, Unit IV A, an Unrecorded Subdivision, described as follows: Commence at the point of intersection of the North line of Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida, with the Westerly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width; thence North 15 degrees 27 minutes 30 seconds East, along said Westerly right-of-way line of said County Road No. 30, 1121.52 feet for the Point of Beginning; said point also being the point of curvature of a curve concave Northwesterly, said curve having a central angle of 75 degrees 16 minutes 00 seconds and a radius of 25.00 feet; thence Southwesterly along the arc of said curve for 32.84 feet, said arc having a chord bearing and distance of South 53 degrees 05 minutes 30 seconds West, 30.53 feet to the point of tangency of said curve; thence North 89 degrees 16 minutes 30 seconds West, 168.43 feet to the point of curvature of a curve to the right, said curve having a central angle of 104 degrees 44 minutes 00 seconds and a radius of 25.00 feet; thence Northwesterly along the arc of said curve for 45.70 feet, said arc having a chord bearing and distance of North 36 degrees 54 minutes 30 seconds West, 39.60 feet to the point of tangency of said curve; thence North 15 degrees 27 minutes 30 seconds East, 313.66 feet to the point of curvature of a curve to the left, said curve having a radius of 50.00 feet; thence Northwesterly along the arc of said curve through a central angle of 70 degrees 07 minutes 23 seconds for 61.19 feet, said arc having a chord bearing and distance of North 19 degrees 36 minutes 11 seconds West, 57.45 feet; thence leaving said curve, North 15 degrees 27 minutes 30 seconds East, 563.97 feet; thence South 89 degrees 16 minutes 30 seconds East, 254.25 feet to a point on the Westerly right-of-way line of said

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County Road No. 30; thence South 15 degrees 27 minutes 30 seconds West, along said Westerly right-of-way line of said County Road No. 30, 946.47 feet to the Point of Beginning. Said lands located in Section 14, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 5:
Treasure Bay, Unit IV B, an Unrecorded Subdivision, described as follows: Begin at the point of intersection of the North line of Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida, with the Westerly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width; thence North 89 degrees 16 minutes 30 seconds West, along the North line of said Treasure Bay Unit I, for 220.13 feet; thence North 15 degrees 27 minutes 30 seconds East, 1014.72 feet to the point of curvature of a curve to the right, said curve having a central angle of 75 degrees 16 minutes 00 seconds and a radius of 25.00 feet; thence Northeasterly along the arc of said curve for 32.84 feet, said arc having a chord bearing and distance of North 53 degrees 05 minutes 30 seconds East, 30.53 feet to the point of tangency of said curve; thence South 89 degrees 16 minutes 30 seconds East, 168.43 feet to the point of curvature of a curve to the right, said curve having a central angle of 104 degrees 44 minutes 00 seconds and a radius of 25.00 feet; thence Southeasterly along the arc of said curve for 45.70 feet, said arc having a chord bearing and distance of South 36 degrees 54 minutes 30 seconds East, 39.60 feet to the point of tangency of said curve, said point of tangency being on the Westerly right-of-way line of said County Road No. 30; thence South 15 degrees 27 minutes 30 seconds West, along said Westerly right-of-way line of said County Road No. 30, 1001.58 feet to the Point of Beginning. Said lands located in Section 14, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 6:
A tract of land located in Fractional Section 14, Township 9 South, Range 11 West, Gulf County, Florida, described as follows: Commence at the point of intersection of the North line of Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida, with the Westerly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width; thence North 15 degrees 27 minutes 30 seconds East, along said Westerly right-of-way line of said County Road No. 30, 1001.58 feet for the Point of Beginning, said point also being on the arc of a non-tangent curve concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 104 degrees 44 minutes 00 seconds, an arc length of 45.70 feet (chord to said curve bears North 36 degrees 54 minutes 30 seconds West, for 39.60 feet); thence tangent to said curve, North 89 degrees 16 minutes 30 seconds West, 168.43 feet to a point of curvature of a curve concave to the Southeast; thence Westerly and Southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 75 degrees 16 minutes 00 seconds,

an arc length of 32.84 feet (chord to said curve bears South 53 degrees 05 minutes 30 seconds West, for 30.53 feet); thence non-tangent to said curve, North 15 degrees 27 minutes 30 seconds East, 119.94 feet to a point on the arc of a non-tangent curve concave to the Northeast; thence Southeasterly and Easterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 104 degrees 44 minutes 00 seconds, an arc length of 45.70 feet (chord to said curve bears South 36 degrees 54 minutes 30 seconds East, for 39.60 feet); thence tangent to said curve, South 89 degrees 16 minutes 30 seconds East, 168.43 feet to a point of curvature of a curve concave to the Northwest; thence Easterly and Northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 75 degrees 16 minutes 00 seconds, an arc length of 32.84 feet (chord to said curve bears North 53 degrees 05 minutes 30 seconds East, for 30.53 feet) to a point on the Westerly right-of-way line of said County Road No. 30; thence non-tangent to said curve, along said right-of-way line, South 15 degrees 27 minutes 30 seconds West, 119.94 feet to the Point of Beginning.

PARCEL 7:

Treasure Bay, Unit VII, an Unrecorded Subdivision, described as follows: Commence at a concrete monument marking the Northeast Corner of Lot 1, Block "A", Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida; thence South 89 degrees 17 minutes 15 seconds East, 68.42 feet to a point on the Easterly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width; thence along said Easterly right-of-way line of said County Road No. 30 as follows: North 15 degrees 27 minutes 30 seconds East, 2581.40 feet to the point of curvature of a curve to the left, said curve having a central angle of 05 degrees 58 minutes 35 seconds and a radius of 3852.83 feet; thence Northeasterly along the arc of said curve for 401.88 feet, said curve having a chord bearing and distance of North 12 degrees 28 minutes 12.5 seconds East, 401.70 feet to the point of tangency of said curve; thence North 09 degrees 28 minutes 55 seconds East, 1810.20 feet for the Point of Beginning; thence continue North 09 degrees 28 minutes 55 seconds East, 1112.98 feet to the point of curvature of a curve to the left, said curve having a radius of 1946.425 feet; and thence Northerly along the arc of said curve through a central angle of 14 degrees 45 minutes 47 seconds for 501.52 feet, said arc having a chord bearing and distance of North 02 degrees 00 minutes 02 seconds East, 500.13 feet; thence leaving said Easterly right-of-way line of said County Road No. 30, South 89 degrees 17 minutes 15 seconds East, 262.82 feet; thence South 09 degrees 28 minutes 55 seconds West, 1618.88 feet; thence North 89 degrees 17 minutes 15 seconds West, 217.61 feet to the Point of Beginning. Said lands lying and being in Section 12, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 8:

Treasure Bay, Unit IX, an Unrecorded Subdivision, described as follows: Commence at a St. Joe Paper Company monument marking

the Northwest Corner of the South Half of Section 1, Township 9 South, Range 11 West, Gulf County, Florida; thence North 89 degrees 41 minutes 45 seconds East, along the North line of said South Half of Section 1, Township 9 South, Range 11 West, Gulf County, Florida, a distance of 466.01 feet to an iron rod on the Easterly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width, for the Point of Beginning; thence continue North 89 degrees 41 minutes 45 seconds East, along said North line of said South Half for 217.81 feet; thence South 06 degrees 30 minutes 50 seconds West, for 1284.18 feet; thence South 89 degrees 41 minutes 45 seconds West, 217.81 feet to a point on said Easterly right-of-way line of said County Road No. 30; thence North 06 degrees 30 minutes 50 seconds East, along said Easterly right-of-way line of said County Road No. 30 for 1284.18 feet to the Point of Beginning. Said lands located in Section 1, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 9:

A portion of Sections 11 and 12, Township 9 South, Range 11 West, Gulf County, Florida described as follows: Begin at a point of intersection of the Westerly right-of-way line of County Road No. 30, the right-of-way being 66.00 feet in width, with the North boundary line of Section 12, Township 9 South, Range 11 West, Gulf County, Florida; and thence go West along the North boundary line of said Section 12 and a Westerly extension thereof to the water's edge of St. Joseph Bay; thence go Southerly along said water's edge of St. Joseph Bay for a distance of 1200 feet; thence departing said water's edge of St. Joseph Bay go East along a line that is parallel to the North boundary line of Section 12, Township 9 South, Range 11 West, Gulf County, Florida to a point on the Westerly right-of-way line of said County Road No. 30; thence go Northerly along said Westerly right-of-way line of said County Road No. 30 to the Point of Beginning. Said parcel of land being in Sections 11 and 12, Township 9 South, Range 11 West, Gulf County, Florida.

PARCEL 10:

Treasure Bay Unit I, as per plat thereof, recorded in Plat Book 3, Page 32, of the Public Records of Gulf County, Florida.

PARCEL 11:

A 66.00 foot wide right-of-way for County Road No. 30.

PARCEL 12:

CATTLE DIP PARCEL

A portion of Section 12, Township 9 South, Range 11 West, Gulf County, Florida, being more particularly described as follows: Commence at a concrete monument marking the Northeast Corner of Lot 1, Block "A", Treasure Bay Unit I, as per plat thereof recorded in Plat Book 3, Page 32, Public Records of Gulf County, Florida; thence South 15 degrees 28 minutes 27 seconds West, 361.27 feet; thence South 89 degrees 22 minutes 14 seconds East, 68.06 feet to a point on the Easterly right of way line of County

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CO:GULF ST:FL

Road No. 30, the right of way being 66.00 feet in width; thence along said Easterly right of way line along said County Road No. 30 as follows: North 15 degrees 26 minutes 20 seconds East, 1550.93 feet; thence North 15 degrees 25 minutes 45 seconds East, 517.06 feet; thence North 15 degrees 27 minutes 30 seconds East, 895.38 feet to the point of curvature of a curve to the left, said curve having a central angle of 05 degrees 58 minutes 17 seconds and a radius of 3658.92 feet; thence Northeasterly along the arc of said curve for 381.34 feet, said curve having a chord bearing and distance of North 12 degrees 28 minutes 21 seconds East, 381.16 feet to the point of tangency of said curve; thence North 09 degrees 29 minutes 13 seconds East, 1810.24 feet to an iron rod marking the Southwest Corner of Lot 16 in Treasure Bay Unit Seven, an unrecorded subdivision; thence along the South line of said Lot 16, South 89 degrees 18 minutes 05 seconds East, 217.78 feet; thence South 87 degrees 14 minutes 15 seconds East, 575.57 feet to the Point of Beginning; thence North 03 degrees 49 minutes 31 seconds East, 250.00 feet; thence South 86 degrees 10 minutes 21 seconds East, 220.00 feet; thence South 03 degrees 49 minutes 31 seconds West, 250.00 feet; thence North 86 degrees 10 minutes 21 seconds West, 220.00 feet to the Point of Beginning.

FL 953301 B 183 P 955
CO:GULF ST:FL

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EXHIBIT "B"

EASEMENT FOR INGRESS AND EGRESS

A portion of Section 12, Township 9 South, Range 11 West, Gulf County, Florida, described as follows: Commence at the railroad iron marking the Northeast corner of Section 12, Township 9 South, Range 11 West, Gulf County, Florida; thence along the East line of the Southeast Quarter (SE 1/4) of Section 1, Township 9 South, Range 11 West, Gulf County, Florida North 00 degrees 00 minutes 00 seconds East, 2648.29 feet to a point on the North line of the South Half (S 1/2) of said Section 1; thence along said North line, South 89 degrees 25 minutes 00 seconds West, 1330.38 feet; thence South 18 degrees 10 minutes 10 seconds West, 987.07 feet; thence South 17 degrees 50 minutes 05 seconds West, 1014.87 feet; thence South 17 degrees 49 minutes 20 seconds West, 1189.68 feet; thence South 17 degrees 58 minutes 20 seconds West, 1138.99 feet to the POINT OF BEGINNING; thence South 49 degrees 12 minutes 13 seconds East, 226.07 feet; thence North 64 degrees 35 minutes 41 seconds West, 217.96 feet to a point of curvature of a curve concave to the Northeast; thence Northwesterly along the arc of said curve, having a radius of 961.26 feet, a central angle of 29 degrees 44 minutes 36 seconds, an arc distance of 499.01 feet (chord to said curve bears North 49 degrees 43 minutes 23 seconds West, 493.42 feet); thence North 34 degrees 51 minutes 05 seconds West, 154.57 feet to a point on the arc of a non-tangent curve concave to the Southwest; thence Northwesterly along the arc of said curve, having a radius of 960.68 feet, a central angle of 32 degrees 11 minutes 30 seconds, an arc distance of 539.76 feet (chord to said curve bears North 47 degrees 52 minutes 27 seconds West, 532.69 feet); thence North 63 degrees 49 minutes 28 seconds West, 280.66 feet to a point on the arc of a non-tangent curve concave to the South; thence Northwesterly, Westerly and Southwesterly along the arc of said curve, having a radius of 580.71 feet, a central angle of 60 degrees 32 minutes 29 seconds, an arc distance of 613.60 feet (chord to said curve bears North 86 degrees 48 minutes 16 seconds West, 586.45 feet); thence South 72 degrees 05 minutes 31 seconds West, 436.41 feet to the Easterly right-of-way line of County Road 30, the right-of-way being 66.00 feet in width; thence along said Easterly right-of-way line of said County Road No. 30, North 16 degrees 25 minutes 25 seconds West, 60.02 feet; thence North 72 degrees 05 minutes 31 seconds East, 430.17 feet to a point on the arc of a non-tangent curve concave to the South; thence

Northeasterly, Easterly and Southeasterly along the arc of said curve, having a radius of 640.71 feet, a central angle of 59 degrees 45 minutes 02 seconds, an arc distance of 668.16 feet (chord to said curve bears South 86 degrees 45 minutes 33 seconds East, 638.29 feet); thence South 63 degrees 49 minutes 28 seconds East, 276.85 feet to a point on the arc of a non-tangent curve concave to the Southwest, thence Southeasterly along the arc of

FL 953301 B 183 P 956
CO:GULF ST:FL

- 1 -

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said curve, having a radius of 1020.68 feet, a central angle of 32 degrees 05 minutes 44 seconds, an arc distance of 571.76 feet (chord to said curve bears South 47 degrees 55 minutes 05 seconds East, 564.31 feet); thence South 34 degrees 51 minutes 05 seconds East, 152.98 feet to a point of curvature of a curve concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 901.26 feet, a central angle of 29 degrees 44 minutes 31 seconds, an arc distance of 467.88 feet (chord to said curve bears South 49 degrees 39 minutes 40 seconds East, 462.65 feet) to the POINT OF BEGINNING.

FL 953301 B 183 P 957
CO:GULF ST:FL

**AMENDED INTERLOCAL AGREEMENT
FOR MEDICAL EXAMINER SERVICES**

This Agreement, effective the 1st day of October, 2011, modifies the Interlocal Agreement for Medical Examiner Services entered into on the 18th day of April, 1995, as amended (the "Original Agreement"), by and between BAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; CALHOUN COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; GULF COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; HOLMES COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; JACKSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; and WASHINGTON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners.

WITNESSETH

WHEREAS, the parties desire to extend and modify certain terms of the Original Agreement; and

WHEREAS, attached as **EXHIBIT A** is the agreement entered into between Bay County and Dr. Michael D. Hunter, M.D., P.A. for Medical Examiner Services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1. Paragraph 2 of the Original Agreement is modified and changed to read as follows:
 2. The costs for operating the Medical Examiner's office for the time period of October 1, 2011, through September 30, 2012, will be \$764,066.00 (the "Total Costs").
2. Paragraph 3 of the Original Agreement is modified and changed to read as follows:
 3. Commencing October 1, 2011, the parties shall pay to Bay County on a monthly basis, on or before the fifteenth day of each month, an amount equal to one-twelfth of the amount each party agrees herein is its share of the Total Costs of operation of the Medical Examiner's

BCC APPROVED.

DATE _____ D.C. _____

CONSENT
DATE 10/11/11

office. The Total Costs shall be apportioned (based on the population of each County as follows:

**MEDICAL EXAMINER
BUDGET FY 2012**

Counties	% Current	Total Fees	Each County's Share	Monthly Expense
Calhoun County	4.98%		\$38,050	\$3,171
Holmes County	6.78%		\$51,804	\$4,317
Gulf County	5.40%		\$41,260	\$3,438
Jackson County	16.93%		\$129,356	\$10,780
Washington County	8.46%		\$64,640	\$5,387
Bay County	57.45%		218,993	
Grand Total Fees:		100.00 %	\$764,066	

BUDGET FY 2012

Professional Services	\$621,555.00
Contract Services – ME Operating	\$142,511.00
Equipment	<u>\$0.00</u>
Total Budget	<u>\$764,066.00</u>

The parties hereby reaffirm all portions of the Original Agreement not in conflict with this Amended Interlocal Agreement for Medical Examiner Services.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this Amended Interlocal Agreement for Medical Examiner Services, written by their respective official's thereunto duly authorized.

ME Interlocal Agreement,
effective the 1st day of October, 2011
BAY COUNTY, acting by and through its
Board of County Commissioners

ATTEST:

Bill Kinsaul, Clerk

William T. Dozer, Chairman

Date: _____

ME Interlocal Agreement,
effective the 1st day of October, 2011
CALHOUN COUNTY, acting by and through its
Board of County Commissioners

ATTEST:

Clerk

Harold Pickron, Chairman

Date: _____

ME Interlocal Agreement,
effective the 1st day of October, 2011
GULF COUNTY, acting by and through its
Board of County Commissioners

ATTEST:

Clerk

Warren Yeager, Chairman

Date: _____

ME Interlocal Agreement,
effective the 1st day of October, 2011
HOLMES COUNTY, acting by and through its
Board of County Commissioners

ATTEST:

Clerk

Ron Monk, Jr., Chairman

Date: _____

ME Interlocal Agreement,
effective the 1st day of October, 2011
JACKSON COUNTY, acting by and through its
Board of County Commissioners

ATTEST:

Clerk

Chuck Lockey, Chairman

Date: _____

ME Interlocal Agreement,
effective the 1st day of October, 2011
WASHINGTON COUNTY, acting by and through its
Board of County Commissioners

ATTEST:

Clerk

Joel Pate, Chairman

Date: _____

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA**

Towan Kopinsky, Grant Writer/Coordinator

1000 CECIL G. COSTIN SR. BLVD., ROOM 309, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6144 / FAX (850) 229-9252 / EMAIL: tkopinsky@gulfcounty-fl.gov

M E M O R A N D U M

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TOWAN, GRANT COORDINATOR

DATE: OCTOBER 5, 2011

**TOPIC: LAP C.E.I. PROPOSALS – CAPE BIKE PATH, PHASE 4
(#1011-33)**

The following companies submitted proposals for C.E.I. services for Phase IV of the Cape San Blas Bike Path Construction Project. The committee has reviewed the proposals, and recommended that they be ranked as follows, and allow negotiations to begin.

- 1) Atkins
- 2) JBS Engineering
- 3) GPI Southeast
Mehta Engineering
(tie)

BCC APPROVED

DATE _____ D.C. _____

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN J. YEAGER, JR.
District 5

100

GULF COUNTY CDBG DISASTER RECOVERY INITIATIVE
AFFORDABLE RENTAL HOUSING
CHANGE ORDER #1

In reference to the Contract Documents executed on September 22, 2011 between Wewahitchka, Limited, Bryan-Co Services, Inc. and Gulf County, through execution of this Change Order, the following changes, additions and/or deletions are hereby accepted by all involved parties and incorporated as part of said Contract Documents:

Description of Change Order: No-cost substitute of HVAC replacement from MC-116 to MC-300.

DESCRIPTION	ADDITIONS	DELETIONS
No-cost substitute of HVAC replacement from MC-116 to MC-300	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
Net Change by Change Orders		\$0.00

This Change Order hereby becomes an integral part of the Contract Documents, pursuant to Sections 2(b), 18 and 19 of the Construction Contract.

The Construction Contract amount is hereby adjusted by \$0.00 for an adjusted contract amount of \$38,938.00.

The Construction Contract deadline is hereby adjusted by 00 days for an adjusted completion date of December 26, 2011.

Accepted by all involved parties on this _____ day of _____, _____:

Bryan-Co Services, Inc.

Wewahitchka, Limited

Attest:

Gulf County

Housing Rehabilitation Specialist

BCC APPROVED

DATE _____ D.C. _____

10/11/11 LL **101**

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
PLANNING DEPARTMENT
DAVID RICHARDSON, PLANNER

1000 CECIL G. COSTIN, SR. BLVD., • ROOM 312 PORT ST. JOE, FLORIDA 32456 • PHONE (850) 227-9562 • FAX (850) 227-9563

Memorandum

To: BOCC
From: David Richardson, Planner
Date: October 4, 2011
Subject: Fee Waiver

The Planning Department is requesting the \$150.00 application fee for Keith Vargo be waived due to the unique and complex nature of the variance situation.

10/10/11 10:10 AM
10/10/11 10:10 AM

BCC APPROVED
DATE _____ D.C. _____

CARMEN L. McEMORE
District 1

WARD MCDANIEL
District 2

BILL WILLIAMS
District 3

FAN SMILEY
District 4

WARREN YEAGER
District 5

CONFIDENTIAL
10/10/11 U

MEMORANDUM

DATE: 10/4/2011

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works Director

SUBJ: Board Actions/Consent Agenda

- 1) Request Chairman sign the Small County Grant
- 2) Request to purchase 6 Skag mowers and 20 Stihl weed eaters from carryover funds. Items on state contract.
- 3) Write-off the following accounts as uncollectable:

Solid Waste Haulers (#55221)	\$2,818.40
Steve Kent (#55288)	\$319.16
Warrick Construction (#55296)	\$687.25

BCC APPROVED
DATE _____ D.C. _____

2011 OCT -4 PM 1:44

OFFICE OF THE COUNTY CLERK
GULF COUNTY, GEORGIA
1000 W. BROAD ST., SUITE 100
GULF BORO, GA 31507
904.388.2200

10/11/11

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

1. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$70,588.00 toward the project described in **Attachment A, Grant Work Plan**, for direct costs only. Prior written approval from the Department's Grant Manager shall be required for changes in task budgets between approved budget categories of up to 10% of the total budget amount for the task. The DEP Grant Manager will transmit a copy of the written approval and revised task budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal Change Order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2011 until September 30, 2012.

2.
 - A. The Grantee, using **Attachment B, Reimbursement Request Form**, shall submit reimbursement requests upon the completion and submission of deliverables as identified in Attachment A. The Grantee shall submit a final invoice to the Department no later than October 31, 2012, to assure the availability of funds for final payment. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached must be submitted. Reimbursement Request Forms must be signed by the designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.

 - B. As an attachment to the Reimbursement Request Form, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction (check date), voucher number (if available), check number, amount paid, and vendor name. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. Authorized travel expenses are included in the amount of this Agreement and no additional travel expenses above those included in the allowable items described in paragraph 4 will be authorized. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

 - C. The Grantee shall submit Attachment B, Reimbursement Request Form, in conjunction with progress reports. The Grantee shall utilize **Attachment D, Progress Report Form**, to clearly describe what the expenditures were used for and how such expenditures relate to the allowable items described in Attachment A. To the extent that the expenditures are used for a specific project, the progress report should also include a description of problems encountered, problem resolutions, a financial summary of the project, and any schedule updates.

3. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers for fringe benefits. All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fidfs.com/aadir/reference%5Fguide>.

4. A. Expenditures shall be limited to the following items, as specified in Rule 62-716.510, Florida Administrative Code, in accordance with Section 403.7095(3), Florida Statutes:
- B. Allowable costs for reimbursement under this Agreement, include:
1. Annual solid waste management program operating costs
 2. Purchasing or repairing solid waste scales;
 3. Planning;
 4. Construction and maintenance of solid waste facilities; and
 5. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects.
- C. Unallowable costs for reimbursement under this Agreement include:
1. Cell phone expenditures;
 2. Indirect, overhead or administrative costs; and
 3. Promotional items such as T-shirts and other items promoting the program; and
 4. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement.
- D. Specific costs authorized for this Agreement are identified in Attachment A.
5. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
6. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section .210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
7. A. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award, Section 403.7095, Florida Statutes, or the Solid Waste Grants Program Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. The Grantee shall obtain all necessary construction-related permits before initiating construction.
9. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
11. Pursuant to Section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
12. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers'

Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

13. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
14. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
15. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
16. Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
17.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

18.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
20.
 - A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
21. The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
22. The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Section I of this Agreement. All change orders are

subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

23. Land acquisition is not allowed under the terms of this Agreement.
24. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
25. This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of GULF for all allowable costs incurred up to and not exceeding \$78,500.00.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Secretary or designee

Date

Approved as to form and legality:

This form has been pre-approved as to Form and legality by Chris McGuire, Senior Assistant General Counsel, on July 28, 2011 for use for one year.

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that they are duly authorized to act on behalf of the recipient county, and (2) the Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

Signature of Authorized Representative
Warren J. Yeager, Jr.
Chairman, Board of County Commissioners

Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Solid Waste Section - M.S. # 4555
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (# Pages)
Attachment	B	Reimbursement Request Form and Instructions (2 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)

ATTACHMENT A GRANT WORK PLAN

Project Title: 212SC Gulf County Small County Consolidated Grant
Project Location: Gulf County, Florida.
Project Background: <i>This grant will fund necessary expenditures of the Gulf County Solid Waste Program enabling purchase of services, equipment and supplies for a small county lacking the necessary ad Valorum funding to run an efficient solid waste program.</i>
<p>Project Description:</p> <ol style="list-style-type: none"> 1. Spotter services: Tony Gray, \$14.197/hr, (amount shown includes fringe) 2080 hours. Benefits include WC, Ret, Health Dental Life Benefits, FICA, Med, Unemployment. Tony is a spotter at Five Points Class III Landfill. 2. Contractual obligations: Gulf County has held an Amnesty Day for 16 years. Okaloosa County has hosted, <ol style="list-style-type: none"> A. from the beginning, via an inter-local agreement, the Gulf County Amnesty Day, providing technical support and HHHW management expertise. Expenses for this program vary according to how much and what type Household Hazardous Waste is collected, amount and type of advertising and preparations. \$4300 is the anticipated expenditure for this project. B. Gulf County will continue contracting the SQG program to Apalachicola Regional Planning Council for \$2,000 each year. C. Well Monitoring sampling and analysis, performed by Water Spigot and Trinity, of the 1 open and 2 closed solid waste facilities will be funded from this line item. D. Software maintenance costs for Landfill operation, \$300/quarter, \$1200 total. 3. Revamping of the safety program to bring it into the 21st century. Replacing old tv and tape player for flat panel and laptop computer. DVD's and downloaded videos will be purchased promoting safety in the workplace. Hazard awareness, equipment and machinery safety, first aid basics and environmental hazards, will assure a forward thinking safety program. 4. Purchase a new Ice Machine for use by employees.
<p>Project Tasks/Deliverables: <i>Identify by task, start date, and completion date. Identify deliverables to result from this project. (Examples include: reports, manuals, videos, maps, BMPs installed, meetings, field days, issued permits, quality assurance plans, something as proof that the task was completed, etc.) Identify dates for providing the deliverables on a</i></p>

schedule after the date of agreement execution. Format should appear as follows:

Task No.	Task Title	Start	Complete	Deliverable	Deliverable Due Dates
1	Spotter Services	10/1/2011	9/30/2012	Spotter Services	Entire fiscal year
2	Amnesty Day	3/2012	5/2012	HHHW Services	2 nd and 3 rd Qtr
3	Landfill Software maintenance fees	10/1/2011	9/30/2012	Software maintenance fee	One payment each quarter
4	Landfill Groundwater and Gas Migration Monitoring and Analysis	10/1/2011	9/30/2012	GW monitoring and analysis	2 nd and 4 th Qtr
5	SQG Program	1/1/2012	3/31/2012	SQG Program	March 2012

6	Office Supplies	10/1/2011	9/30/2012	Office Supplies	Entire Fiscal Year
7	Safety Program Equipment	10/1/2011	12/31/2011	Flat Screen TV and Laptop	1 st Quarter
8	Ice Machine	10/1/2011	12/31/2011	Ice Machine	1 st Quarter

Project Budget: *Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.*

Budget Category	DEP Funding Amount	Matching Funds and Source	
		Funding Amount	Source of Funds
Salaries:	22846		
Fringe Benefits:	6682		
Travel:	0		
Contractual Services:	25062		
Equipment Purchases	4799		
Supplies/Other Expenses	11198		

Land			
Indirect:			
Total:			
Total Funding Amount:	70588		
% Match:	0		

Project Budget Narrative: Provide budget detail for each Project Funding Category stated above for both DEP Funding and Match.

Salaries: Provide the positions that will be paid under this grant, what their hourly rate is and how many hours it is anticipated they will work on the project.

Spotter at Five Points Landfill, 2080 hours @ \$10.984/hr.

Fringe Benefits: Provide the fringe benefit rate and the benefits included in the rate.

29.25% covers WC, Ret, Health Dental Life Benefits, FICA, Med, Unemployment

Travel: Who is traveling and to where and what task is it under?

Contractual: What services will be subcontracted?

Landfill Software Maintenance
 Small Quantity Generator Program
 Amnesty Day Services
 Well Monitoring and Analysis Services

Equipment: What equipment will be purchased? Equipment is \$1,000 or more per unit cost.

Flatscreen tv, Laptop, Ice Machine

Supplies/Other Expenses: What supplies will be purchased? What are the other costs? (rental, postage, copying, any costs other than salaries, fringe benefits, travel, contracted services, indirect).

Approx. 30 Safety DVDs to revamp aging safety program.

Stamps & Postage, Printer Cartridges

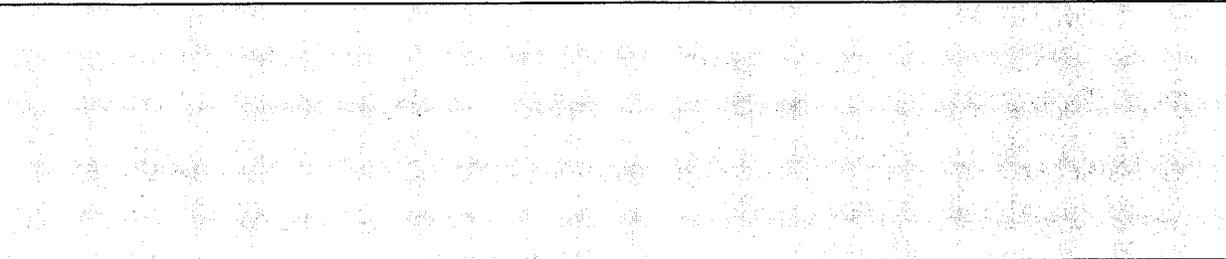
Land: If land is being purchased or leased make sure that there is language in the Agreement and provide a description of the purchase or lease.

Indirect: What is the indirect rate? Provide % of (categories based on cost allocation plan)

Total Budget by Task: The tasks identified here should agree with the tasks identified and described above.

Task	DEP Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Five Points Spotter	29,529		
2 Amnesty Day	4300		
3 Landfill Software	1200		
4 Landfill Monitoring	17562		

5	SQG Program	2000	
6	Office Supplies	848	
7	Safety Program	12049	
8	Ice Machine	3100	
Total:		70588	
Project Total:		70588	



Measures of Success: *Identify factors that can be used to evaluate project performance to support project success. Include appropriate timelines for conducting such reviews.*

Project success can be gauged by the quality of services provided, within budget constraints. The Gulf County Solid Waste program is extensive and dynamic. No single performance evaluation technique can work for all aspects of this County's programs. Evaluations need continual updating based on citizen requirements, changing DEP rules, monetary constraints, and economic conditions. Maintaining a quality program is the paramount desire of this organization.

THIS SHOULD BE DONE FOR EACH TASK TO BE COMPLETED UNDER THIS AGREEMENT.

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: Gulf County
Mailing Address: _____

Grantee's Grant Manager: _____
Payment Request No.: _____

DEP Agreement No.: 212SC
Date Of Request: _____

Performance
Period: _____

Reimbursement Amount
Requested:\$ _____

Task No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	\$	\$
Fringe Benefits	\$	\$
Travel (if authorized)	\$N/A	\$N/A
Subcontracting: Small Quantity Generator	\$	\$
Amnesty Day	\$	\$
Landfill Software	\$	\$
Monitoring, Sampling & Analysis	\$	\$
Equipment Purchases	\$	\$
Supplies/Other Expenses	\$	\$
TOTAL AMOUNT	\$	\$
GRANT AWARD AMOUNT	\$70,588	
Less Total Cumulative Payments of:	\$	
GRANT AWARD BALANCE	\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

TASK NO.: Enter the number of the task that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for this task during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

For contracts between state agencies, and for contracts between universities, alternative documentation may be submitted to substantiate the reimbursement request. This may be in the form of FLAIR reports or other similarly detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., photographs of equipment purchased or work accomplished, etc.)

Provide actual costs to date:

Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Salaries			
Fringe Benefits			
Travel			
Subcontracting			
Equipment			
Supplies/Other Expenses			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 212SC and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT -- 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	Funding Source Description or CSFA Title	Funding Amount	State Appropriation Category
Original Agreement	Solid Waste Management Trust Fund, Line Item 1703AA	2011-2012	37.012	Small County Consolidated Grants	\$70,588	140134

Total Award	\$70,588
-------------	----------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA# CFDA# DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**FREQUENTLY ASKED QUESTIONS**

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

ATTACHMENT G
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. 212SC
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:
Date:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

GULF COUNTY EMS
140 LIBRARY DRIVE
PORT ST. JOE, FL.32456

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: HOUSTON WHITFIELD, EMS DIRECTOR
DATE: OCT. 03, 2011
SUBJECT: MISSING INVENTORIED ITEMS

The following items are missing from inventory:

ITEM #210-109: Transport Cot #2358
ITEM #210-110: Transport Cot #2359

It is believed the two cots above were traded in for two power cots in 08-2010.

ITEM #210-114: Gateway computer #GATEW002489332 (9-22-01). On earlier inventories it was listed as being in the EMS Day Room, a different computer is now there.

ITEM #210-122: Honda portable generator with lights, #HONDA786102001458 (2-20-2002).

ITEM #210-138: Ferno Cot #MEDICFZACFCS44AM50288 (9-30-2003)

ITEM #210-161: Computer, Gateway Portable #GATEW1008638 (6-30-2006)

ITEM #210-168: Cardiac Monitor #HEARTUS00204284 missing and in its place is Cardiac Monitor #HEARTUS00204535 (same type) which is not on inventory.

ITEM #210-182: AED Cardiac Defib.

ITEM #210-183: AED Cardiac Defib.

These are not used by EMS and could have been placed in other county offices?

ITEM #210-91: Computer, Intel Solo Pentium II Laptop #INTEL0014478406.

Thank You,



Houston Whitfield, EMS Director

BCC APPROVED

DATE _____ D.C. _____

2011 OCT -4 PM 3:04



FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 SEP 30 AM 9:07

MEMORANDUM

DATE: September 29, 2011
TO: Gulf County Board of County Commissioners
FROM: Gulf County Public Works
SUBJECT: Inventory Changes

Bobby Kree

The following items were turned over to the Gulf County Sheriff's Office in 2010 as missing. These items were not found and are still missing. We have not been able to find these items and are requesting them to be removed from the inventory.

- 70-638 18 HP Briggs Motor
- 75-116 Snapper Brush Mower
- 75-134 Snapper Mower w/ Deck
- 75-148 SPE 15HP Wack Mower
- 75-149 Kawasaki 15HP Engine
- 75-167 Kawasaki Trimstar 15/36
- 100-536 Scag Stand Up Mower

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 OCT -3 AM 9:08

This item is missing this year. We have not been able to find it. We have notified the Gulf County Sheriff's Office that this item is missing. Based upon the result of the Sheriff's Office investigation, if this item is not found we are requesting that it be removed from the inventory.

75-133 SPE 131KW Mower w/ Deck S/N: 41131834 03/22/04 \$2,339.99

BCC APPROVED

DATE _____ D.C. _____

MEMORANDUM

DATE: September 29, 2011
 TO: Gulf County Board of County Commissioners
 FROM: Gulf County Public Works
 SUBJECT: Inventory Changes

Bobby Thoe

We are requesting that the following changes be made to our inventories:

Inventory Number	Equipment	Remarks	Reason
70-66	Chain Link Fence	Junked	Taken to 5-Points
70-405	Ultra Tank Used Oil Collection	Road Dept.	Sold w/ Shop
70-584	Siox Steam Cleaner	Junked	Crushed in metal pile
70-696	Honda 3" Trash Pump	Junked	Irreparable
70-720	Intel Core Notebook Computer	Junked	Irreparable
70-722	Sabre Intel Core Computer	Junked	Irreparable
70-755	Waterous Cpk 2-Pump	Junked	Irreparable *
70-756	Water Tank	Junked	Irreparable *
70-337	Solid Waste Trailer	Junked	Irreparable
72-10	Pro Desktop Computer	Junked	Irreparable
72-18	Personal Computer	Junked	Irreparable
72-25	Dell Computer	Junked	Irreparable
75-109	John Deere 17.5HP Tractor	Junked	Irreparable
75-112	Simplicity Brush Mower	Junked	Irreparable

BCC APPROVED
 DATE _____ D.C. _____

PRESENT **133**
 10/11/11

75-139	Cub Cadet Lawn Mower	Junked	Irreparable	
100-452	Gasboy Fleet Key Fuel System	Road Dept.	Sold w/ Shop	
100-551	52" Scag Mower	Junked	Irreparable	
100-587	1973 Ford S750 Fire Truck	Junked	Irreparable	*
320-29	1978 Ford Fire Truck	Junked	Irreparable	**
206-3	Scag 48" Zero Turn Mower	Junked	Irreparable	

* These three items are all one unit, an old White City Fire Truck. If we get approval to junk, we would like to sell for scrap with your permission. (Inventory Numbers 70-755, 70-756, 100-587)

** This is an old Highland View Fire Truck. If we get approval to junk, we would like to sell for scrap with your permission. (Inventory Number 320-29)

Sheriff

135



JOSEPH NUGENT

Gulf County

Mailing Address:
P. O. Box 970
Port St. Joe, FL 32457

Office (850) 227-1115 • FAX (850) 227-2097
Wewahitchka (850) 639-5717

Physical Address:
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

September 29, 2011

Gulf County Board of County Commission

Please add the following item to the Wewahitchka Search and Rescue inventory.

2001 Dodge Dakota Vin# 1B7GG2AN51S194076

This Vehicle is being donated from the Gulf County Sheriff's Office to the Wewahitchka Search and Rescue.

A handwritten signature in black ink, appearing to read "Bobby Plair".

Major Bobby Plair

BCC APPROVED

DATE _____ D.C. _____

135



SOUTH GULF COUNTY VOLUNTEER FIRE DEPARTMENT INC.
PO Box 126, Port St Joe, FL 32457

September 22, 2011

To: Gulf County Board of County Commissioners

Re: Request for removal of items from inventory for South Gulf County Volunteer Fire Department

Please remove the following items from our inventory as they have either been transferred or are no longer in service:

Asset#	Tag#	Asset Description	Reason for removal
01457	295-23	Used Stang Deck Gun	Passed to Stonemill Creek – approx. 2006
01136	295-3	Pagers w/chargers	These were replaced many years ago
01598	295-33	2000 Gallon used water tank	Returned to Forestry in 2005 – believed transferred to the Buffer Preserve
01618	295-34	MSA Ultra Lite II SCBA	Scrapped – not NFPA compliant
01889	295-37	Scotsman AC25SAE-1A Icemaker	Scrapped and replaced 2003
02089	295-40	4 MSA Breathing Apparatus	Scrapped – not NFPA compliant
04266	295-74	XF-F752P Radio)	Request to scrap as County no longer uses
04267	295-75	XF-F752P Radio)	
01141	295-8	Self-Contained Breathing Apparatus	Scrapped – not NFPA compliant
01456	295-22	1976 Seagrave Custom Pumper	Transferred to Stone Mill Creek – 2006
002291	295-44	1994 Ford F-250 Brush Truck	Transferred to Wetappo Creek – Aug 2011

David Sapte
Deputy Chief

"To serve our community and those around us with Fire & Rescue protection"
NEIGHBORS HELPING NEIGHBORS

BCC APPROVED

DATE _____ D.C. _____

136

CONSENT
DATE 10/11/11 CC

WEWAHITCHKA EMS
P. O. BOX 387
WEWAHITCHKA, FL. 32465

TO: CULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: HOUSTON WHITFIELD
DATE: OCT. 03, 2011
SUBJECT: INVENTORIED ITEMS REQUESTED TO BE JUNKED OR MISSING

I am requesting the following inventoried items be removed from our inventory:

ITEM #220-31: CPR trainer, 25 yrs. old, non-functional and discarded years ago.

ITEM #220-41: Radio repeater 23 yrs old, replaced by Precision Communications in 2009 and as per Precision Communications was left in old radio room at Old Courthouse to be junked.

ITEM #220-66: Hand held radios (2), Junk, 19 yrs. old, and non-functional.

ITEM #22074: UHF Pager, Junk, 19 yrs. old and non-functional.

The following items are missing from inventory. These items, 2 cots are 15 and 19 years old and have not been used in the past 10-12 years. One of these cots was loaned to Gulf County SO and not returned.

ITEM #220-71: Ferno cot S#FERNOE02886 (09-01-1992)

Item #220-133: Cot, #35A, Ferno , we think (08-01-1996)

Thank You,


Houston Whitfield, EMS Director

2011 OCT -4 PM 3:04

BCC APPROVED

DATE _____ D.C. _____

CONSENT
DATE 10/11/11 137

**FLORIDA
MEDICAID**
A Division of the Agency for Health Care Administration
Better Health Care for all Floridians

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

Ms. Darla Lyle
Gulf County
1000 Cecil G. Costin, Sr Blvd
Port St. Joe, FL 32456

September 26, 2011

Dear Sir or Madam:

This document shall serve as a formal invoice for the purpose of billing for Medicaid payments, which are outlined in the transfer agreement executed between the Agency for Health Care Administration and Gulf (St. Joseph Care of Florida). You are being billed the amount of \$ 4079 for the 1st quarter of State Fiscal Year 2011-12, pursuant to Senate Bill 2000, the General Appropriations Act of 2011-2012.

In an effort to increase our efficiency and decrease the turn times on payments we are requesting that you please notify us when you are sending your payments. This will allow us to release payment to providers in a timely manner. Please notify us via email at perryb@ahca.myflorida.com or behennal@ahca.myflorida.com.

Please submit your payment with a copy of this invoice to the following address:

Agency for Health Care Administration
Medicaid Program Analysis
Attn: Ms. Lecia Behenna
2727 Mahan Drive
Building 3, Mail Stop 21
Tallahassee, FL 32308

Should you have questions regarding this matter or need technical assistance, please contact me at (850) 412-4130.

Sincerely,

Lecia M. Behenna
Regulatory Analyst Supervisor

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 51141-82000

Reference:

2727 Mahan Drive, MS#21
Tallahassee, Florida 32308



Visit AHCA online at
AHCA.Myflorida.com

CONSENT
DATE: 10/10/11 *cc*

FLORIDA MEDICAID

A Division of the Agency for Health Care Administration

Better Health Care for all Floridians

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

Ms. Darla Lyle
Gulf County Clerks Office
1000 Cecil G. Costin Sr. Blvd.
Port St Joe, FL 32456

September 26, 2011

Dear Sir or Madam:

This document shall serve as a formal invoice for the purpose of billing for Medicaid payments, which are outlined in the transfer agreement executed between the Agency for Health Care Administration and Gulf County. You are being billed the amount of \$ 115,523 for the 1st quarter of State Fiscal Year 2011-12, pursuant to Senate Bill 2000, the General Appropriations Act of 2011-2012.

In an effort to increase our efficiency and decrease the turn times on payments we are requesting that you please notify us when you are sending your payments. This will allow us to release payment to providers in a timely manner. Please notify us via email at perryb@ahca.myflorida.com or behennal@ahca.myflorida.com.

Please submit your payment with a copy of this invoice to the following address:

Agency for Health Care Administration
Medicaid Program Analysis
Attn: Ms. Lecia Behenna
2727 Mahan Drive
Building 3, Mail Stop 21
Tallahassee, FL 32308

Should you have questions regarding this matter or need technical assistance, please contact me at (850) 412-4130.

Sincerely,

Lecia M. Behenna
Regulatory Analyst Supervisor

Reference:

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 51161-82000

2727 Mahan Drive, MS#21
Tallahassee, Florida 32308



Visit AHCA online at
AHCA.Myflorida.com

CONSENT
DATE: 10/11/11 u

Atkins North America, Inc.
2639 North Monroe Street, Building C
Tallahassee, Florida 32303-4027

Telephone: +1.850.575.1800
Fax: +1.850.575.0105

www.atkingsglobal.com/northamerica

INVOICE

TO: Gulf County Board of Commissioners
1000 Cecil B. Costin, Sr. Blvd
Room 309
Port St Joe, Florida 32456

DATE: 10/4/2011

INVOICE NUMBER: 1122965

INVOICE PERIOD: 09/01/11 - 09/30/11

RE: Cape San Blas Bike Path
412681-2-58-01b

INVOICE AMOUNT: \$23,545.19

Atkins Project #100020261

LUMP SUM CHARGES	<u>Lump Sum Amount</u>	<u>% Complete</u>	<u>Total Fee Earned</u>	<u>Previously Invoiced</u>	<u>Current Fee Billing</u>
Cape San Blas Bike Path Per pay out	\$141,271.12	50.0000%	\$70,635.56	\$47,090.37	\$23,545.19
Lump Sum Totals	\$141,271.12		\$70,635.56	\$47,090.37	\$23,545.19

\$141,271.12

Total amount this period

\$23,545.19

TOTAL INVOICE AMOUNT DUE **\$23,545.19**

For information regarding this invoice please contact Karen Miller at 850-580-7823

Remit Payment to: Atkins
P.O. Box 409357
Atlanta, Ga 30384

BCC APPROVED

DATE _____ D.C. _____

ACCT. #. 40341-31000

APPROVED FOR PAYMENT

Date 10/4/11 D.H. OK

Acct. #. 40341-31000

FY 10-11

Cape Bike Path, Phase III

CONSENT
DATE 10/4/11



www.btconferencing.com

11400 Westmoor Cir Ste 225
Westminster CO 80021-2738
US

Bill To:

Robyn Gable
Gulf County BOCC
c/o Court Administration
PO Box 826
Marianna FL 32447-0826
US

5534

voice

142

Number	INV045159
Date	9/13/2011
Page	1
Order #	S4015658

Ship To:

Gulf County Courthouse
1000 Cecil G Costin, Sr. Blvd.
Room 126
Port St. Joe FL 32456
United States

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
20110830	64366714	SPRICE1	BESTWAY	net30	9/6/2011	50,546
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
2	2	0	2457-23549-001	Polycom - Cable: Camera cable,HDCI(M) to Svideo(M) & Start Date End Date	\$58.00	\$116.00
2	2	0	CP-5853-30831	QDX 6000 codec, EagleEye QDX STATE OF FLORIDA OF Start Date End Date	\$4,138.59	\$8,277.18
2	2	0	SVC-RM-1Y-PCQDX6000	BT Conferencing Support One Care Remote for Polycom Serial No. VARIOUS Start Date 9/12/2011 End Date 9/11/2012	\$450.00	\$900.00

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 71013-6400

APPROVED

Name Amber Buggold
Date 9/2/11
Account # 71013-6400

State Contract # 880.000.00-1

10/11/11 LL

Remit to:

BT Conferencing Video Inc.
Dept CH19399
Palatine, IL 60055-9399

TERMS DESTINATION

Federal Tax ID: 23-2805984
Duns#: 93-2654544

Questions? Please contact us at 303-448-7853, Option 1, for assistance.

Subtotal	\$9,293.18
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Disc	\$0.00
Total	\$9,293.18

142

COAST 2 COAST

PRINTING & PROMOTIONS, INC.

260 Marina Drive
Port St Joe, FL 32456

143 Invoice

2011 SEP 22 PM 2: 33

Date	Invoice #
9/20/2011	6948

Bill To
Gulf County TDC 150 Captain Fred's Place Port St. Joe, FL 32456

Ship To

P.O. Number	Terms	Due Date	Rep
DVZ7085	Net 30	10/20/2011	SK

Quantity	Description	Price Each	Amount
250	Repeat order of POJO Live T-Shirts, imprint on both sides. Heather Lake Blue and Asphalt, assorted sizes Small thru Xlarge	12.50	3,125.00T

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 27952-48001

Thank you for your business.

Subtotal	\$3,125.00
Sales Tax (0.0%)	\$0.00
Total	\$3,125.00
Payments/Credits	\$0.00
Balance Due	\$3,125.00

850-229-2222

\$ 3,125.00
 BPS 27952-48001
 9/21/11
 POJO shirts
 Thanks

PRESENT 10/11/11 LL

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

October 4, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Donald Butler, Chief Administrator
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

Re: Professional Services Rendered
NLG File No.: 2200-001, 004, 005, 006 & 007

Dear Mr. Butler:

Enclosed for your review and file, please find our firm's invoices for professional services rendered and costs.

Additionally, please note an invoice summary statement of both the general legal files and litigation matters for this period have been included for your reference, review and approval.

Should you have any questions, please contact our office immediately.

Very truly yours,

Novak Law Group, PLLC

Encl.

cc: Kari Summers, Gulf County Clerk's Office

2011 OCT -5 PM 12:13

BCC APPROVED
DATE _____ D.C. _____
ACCT. # 21314-31100

APPROVED FOR PAYMENT
Date 10/5/11 D.H. LC
Acct # 21314-31100

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

10/11/11 CC

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

October 4, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of August Professional Services Rendered and Enclosed Invoices
Litigation – Professional Legal Services NLG File No.: 2200-004 & 005
(9/16/11-9/30/11)**

Summary of Invoices for Professional Services

2200-005		
-	Gulf County Litigation / Pending Litigation Matters (5.6 hrs. x \$125)	= \$700.00
	professional services total (litigation)	\$700.00
2200-004		
-	Gulf County Deepwater Horizon Matters (1.25 hrs. x \$125)	= \$156.25
	professional services total	\$156.25
	Total Professional services and costs	\$856.25

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 21314-31100

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M. E.T.

October 4, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of August Professional Services Rendered and Enclosed Invoice
NLG File No.: 2200-001, 006, 007 General Legal Services & Admin Costs**

Summary of Invoices for Professional Services (2200-001, 2200-007)

- Gulf County General Legal Representation (48.9 hrs. x \$100) (9/16 - 9/30/11)	=	\$4,890.00
Total Professional services		\$4,890.00

Summary of Invoices for Administrative costs and fees (2200-006)

Monthly Invoice cycle (9/1/11 – 9/30/11)	=	\$ 339.38
- Gulf County – Westlaw, Legal Data, Administrative and Office Expenses (General Legal + Litigation matters + Admin/operational)		
- Federal Express Invoices/Courier charges (9/1/11 – 9/30/11)	=	\$ 00.00
General Professional services and admin. costs		\$ 5,229.38

DCC APPROVED
DATE _____ D.C.
ACCT. # 21314-31100

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

Florida Sheriffs Risk Management Fund

Administered by : Hunt Insurance Group, LLC * Post Office Box 12909 * Tallahassee, FL 32317-2909
 Phone (850) 385-3636 * Toll Free 1-800-763-4868 * Fax (850) 385-2124

Invoice

Gulf County Board of County Commissioners
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe FL 32456

Invoice Number: PL MC-1000026
 Date Printed: 9/23/2011
 Effective: 10/1/2011
 Expires: 10/1/2012
 Policy Number: 12-FSRMF-22

Customer Number: 51GULFBOCC

Item Description	Quantity	Rate	Amount
FSSIP LEL Additional Covered Members	1	\$3,389.00	\$3,389.00

BCC APPROVED
 DATE _____ D.C. _____
 ACCT. # 2111-45000

APPROVED FOR PAYMENT
 Date 10/5/11 D.H. LL
 Acct # 2111-45000

Total Invoice: \$3,389.00

 Please remit this portion of the invoice with your payment

Gulf County Board of County Commissioners
 51GULFBOCC

Invoice Number: PL MC-1000026
 Effective: 10/1/2011
 Amount Due: \$3,389.00
 Amount Enclosed: _____

Make checks payable to: Florida Sheriffs Risk Management Fund

147 CC

Lynn Lanier

From: Ross, Wendy [Wendy.Ross@willis.com]
Sent: Wednesday, September 28, 2011 11:16 AM
To: bocc@gulfcountry-fl.gov
Cc: stodd@gulfsheriff.com
Subject: Florida Sheriffs Risk Management Fund (FSSIP Invoice) Additional Covered Member Coverage
Attachments: FSRMF W-9.pdf; Gulf BOCC Invoice.pdf

Effective October 1, 2011, the Florida Sheriffs Self Insurance Fund (FSSIF) and the Sheriffs' Automobile Risk Program (SHARP) merged to create the Florida Sheriffs Risk Management Fund (FSRMF). Therefore, FSSIF is now known as the Florida Sheriffs Self Insurance Program (FSSIP).

Please find the attached invoice for the Sheriff's renewal through the FSSIP effective October 1, 2011. The renewal invoice includes the rate changes implemented by the Board of Managers earlier this year.

Effective immediately, checks should be made payable to the Florida Sheriffs Risk Management Fund or, FSRMF. We have included a W-9 for FSRMF for your records.

A policy will be emailed to you within the next few weeks. In the meantime, should you have any questions at all regarding the invoice, please do not hesitate to contact our office.

Wendy M. Ross, ACSR, Account Manager
Hunt Insurance Group, LLC

3606 Maclay Blvd South, Tallahassee, FL 32312

Phone: (850) 385-3636, Fax: (850) 385-2124, wendy.ross@willis.com, www.willis.com

THE WILLIS CAUSE

- We thoroughly understand our clients' needs and their industries.
- We develop client solutions with the best markets, price and terms.
- We relentlessly deliver quality client service.
- We get claims paid quickly.

...WITH INTEGRITY

Click [here](#) for more information about The Willis Cause.

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit http://www.willis.com/email_trailer.aspx

IMPORTANT WARNING: This message, including any attachments, is intended for the use of the person or entity to whom it is addressed and may contain information that is proprietary and confidential, or otherwise protected by the attorney-client privilege or work product doctrine, the disclosure of which is governed by applicable law. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution, or copying of this information, or the taking of any action in reliance on the contents of this e-mailed information, is STRICTLY PROHIBITED. If you have received this e-mail by error, please notify us immediately and destroy the related message.

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit http://www.willis.com/email_trailer.aspx

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this

service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897 **149**

Request for Taxpayer Identification Number and Certification

150
 Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Florida Sheriffs Risk Management Fund	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ Self Insurance Fund	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	P O Box 12909	
	City, state, and ZIP code	
	Tallahassee, FL 32317	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
4	5	-	3	0	7	8	0	9
8								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Robert J. ...</i>	Date ▶ August 30, 2011
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Jordan & Associates
Municipal Grant Consulting
A WBE / MBE Firm

580 WELLS ROAD
ORANGE PARK, FL 32073
904-264-6203 • 904-264-2190
barmstrong@jordangrants.com

DATE: SEPTEMBER 30, 2011
INVOICE: 11-K15-A10

To: Towan Kopinsky, Grant Coordinator
Gulf County
1000 Cecil G. Costin, Sr. Boulevard
Port St. Joe, FL 32456

LOCAL GOVERNMENT	GRANT NUMBER	PAYMENT TERMS
Gulf County	10DB-K4-02-33-01-K15	Due upon receipt
DESCRIPTION	AMOUNT	
CDBG Grant Administration Services:	\$2,250.00	
-Contract Amount	\$ 57,000.00	
-Less Previous Payment	\$ 39,000.00	
-Balance	\$ 18,000.00	
-Current Invoice Amount	\$ 2,250.00	
<i>(1 month Administration at \$2,250/month)</i>		
-Remaining Contract Balance	\$ 15,750.00	
TOTAL		\$2,250.00

2011 OCT -5 PM 2:15
CDBG GRANT ADMINISTRATION SERVICES

OCC APPROVED

DATE _____ D.C. _____

APPROVED FOR PAYMENT

ACCT. # 113538-31000 1593.00 Date 10/4/11 D.H. JK SA #1
113535-31000 434.00 Acct # 113538-31000 * 1,593.00 SA #2
113554-31000 223.00 113535-31000 * 434.00 SA #3
113554-31000 * 223.00

Make all checks payable to:
JORDAN & ASSOCIATES
Thank you for your business!

CDBG DRI

580 Wells Road
Suite 2
Orange Park, FL 32073

Phone: 904-264-6203
Fax: 904-264-2190
barmstrong@jordangrants.com

REQUEST FOR FUNDS #10

DATE 10/11/11 LC

5702

155 Invoice

AA LOCK DOCK LOCKSMITH

3305 NE 26 CT
OCALA, FL 34479
352-867-1965
FAX 352-867-0473

2011 SEP 20 PM 3:07

Date	Invoice #
9/19/2011	16236

Bill To
Guld County Emergency Operations Center I 1000 Cecil G. Costin Sr Blvd Port St Joe, FL 32456

State of Florida
Low Voltage Liscence #
EF0000427

P.O. No.	Phone	Terms

Qty	Description	Rate	Amount
1	Aiphone one door / one master intercom system	214.20	214.20
1	Digital Watch Dog vandal dome starlight camera with I/R	439.23	439.23
1	V1WM mounting bracket for camera	72.63	72.63
1	19" LCD flat screen monitor w/ VGA port	218.75	218.75
1	wall mount for monitor -articulating	96.25	96.25
2	Mux Lab VGA to CatV converter	124.485	248.97
1	Digital Watch Dog VMAX 4ch DVR with 500 gig harddrive	614.38	614.38
1	Misc wire, and connectors	175.00	175.00
1	Labor to install intercom system with door release, and one camera and DVR	588.50	588.50

Subtotal		\$2,667.91
Sales Tax (6.0%)		\$0.00
Total		\$2,667.91
Payments/Credits		\$0.00
Balance Due		\$2,667.91

Please pay this invoice upon receipt. All unpaid balances after 30 days will be charged 1 1/2% interest. All unpaid balances over 90 days will be turned over to collections!

39125-52000

Total Balance For All Open Invoices*****

E-mail: aalockdoc@gmail.com Web Site: www.aalockdoc.net
protection@securityworldunlimited.com www.securityworldunlimited.com

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 39125-52000

CONSENT
DATE 10/11/11 **155**

LOCK DOCK LOCKSMITH

3305 NE 26 CT
 OCALA, FL 34479
 352-867-1965
 FAX 352-867-0473

156
Invoice

Date	Invoice #
9/19/2011	16237

2011 SEP 20 PM 3:17

Bill To
Guld County Emergency Operations Center 1 1000 Cecil G. Costin Sr Blvd Port St Joe, FL 32456

State of Florida
 Low Voltage Lisence #
 EF0000427

P.O. No.	Phone	Terms

Qty	Description	Rate	Amount
1	Aiphone one door / one master intercom system	214.20	214.20
5	Aiphone LEF master station (for multi station use)	228.708	1,143.54
1	Aiphone LED door station	34.00	34.00
1	Aiphone door relay	17.00	17.00
1	Aiphone 12v 2.5 amp power supply	109.71	109.71
3	Linear wireless transmitter	53.28667	159.86
1	Digital Watch Dog V1363TIR vandal dome starlight camera with I/R	439.23	439.23
1	V1WM mounting bracket for camera	72.63	72.63
1	wall mount for monitor - articulating	96.05	96.05
1	25' VGA cable	49.82	49.82
1	Misc wire, and connectors (Shielded wire for intercom)	250.00	250.00
1	Labor to install intercom systems with door release, and one camera with DVR	951.50	951.50
1	Express shipping charges	75.00	75.00
1	Trip charge and travel expense	650.00	650.00

Subtotal \$4,262.54

Please pay this invoice upon receipt. All unpaid balances after 30 days will be charged 1 1/2% interest. All unpaid balances over 90 days will be turned over to collections!

Sales Tax (6.0%) \$0.00

Total \$4,262.54

Payments/Credits \$0.00

Balance Due \$4,262.54

Marshall Johnson
 39125-52000

Total Balance For All Open Invoices*****

E-mail: aalockdoc@gmail.com
 protection@securityworldunlimited.com
 Web Site: www.aalockdoc.net
 www.securityworldunlimited.com

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 39125-52000

CONSENT
 DATE 10/11/11 LC

156

Darla Lyle

From: Stephanie Richardson [srichardson@gulfcounty-fl.gov]
Sent: Thursday, September 29, 2011 3:52 PM
To: 'Darla Lyle'
Cc: mnelson@gulfcounty-fl.gov; bguthrie@gulfcounty-fl.gov
Subject: A & A lockdock

Importance: High

A & A Lock Dock installed the original security system in the EOC. The new work included monitors in the EOC and sheriff's dispatch, Cameras at both exterior doors one for dispatch and one for the EOC. They were sole source since it was an upgrade to the existing system.. We got the original quote to do the security entrance for the sheriff's office and while they were here were added additional work that was not included in the original quote and the original quote was under \$5,000.00

Stephanie M. Richardson
Gulf County Emergency Management
1000 Cecil G. Costin Sr. Blvd.
Building. 500
Port St. Joe, FL 32456

850-229-9110 (phone)
850-229-9115 (fax)
srichardson@gulfcounty-fl.gov

"Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing"

The information contained in this e-mail message and its attachments is priveleged and confidential information intended for the sole use of the intended recipient(s) or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immeadiately and delete or destroy all copies of this message and attachments in all media.

_____ Information from ESET NOD32 Antivirus, version of virus signature database 6504 (20110929)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>



Workers Compensation

Gulf County Board of County Commissioners

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

Invoice	
Agent	Public Risk Insurance Agency
	P. O. Box 2416 Daytona Beach, FL 32115
Agnt #	WC FL1 0231023 11-02
Inv Date	09/30/2011
Coverage Term	10/01/2011 - 10/01/2012

Payment Information	
Invoice Summary	\$24,307.50
Due Date	10/1/2011
Amount Enclosed	
Invoice Number	35024

Thank You

Client: Gulf County Board of County Commissioners

Invoice	Invoice Date	Transaction Description	Amount
35024	09/30/2011	Agreement # WC FL1 0231023 11-02 (10/01/2011 through 10/01/2012) Current Billed Premium Expense Constant Due	\$24,107.50 \$200.00
<p>BCC APPROVED APPROVED FOR PAYMENT</p> <p>DATE _____ D.C. _____ Date <u>10/3/11</u> D.H. <u>[Signature]</u></p> <p>ACCT. # <u>21111 - 45000</u> Acct. # <u>21111 - 45000</u></p>			2011 OCT - 5 PM 12:11
<p>WC - 25% Down & 3 Equal Installments First payment of \$24,307.50 is due 10/01/2011. 3 Installments of \$24,107.50 are due beginning 11/01/2011.</p>			<p>Total</p> <p>\$24,307.50</p>

Preferred Governmental Insurance Trust (PGIT)

Administered by Public Risk Underwriters of FL, Inc.

P.O. Box 958455, Lake Mary, FL 32795-8455 Phone (321) 832-1456 Fax (321) 832-1489

PROVISIONS, INC

159

RESTAURANT, CATERING & WINE BAR

2011 OCT 4 11:10 AM
222 REID AVENUE DOWNTOWN PORT ST JOE, FL 32456

PROVISIONSFL.COM
PROVISIONS@FAIRPOINT.NET
850.229.9200

POJO Music Festival- GULF COUNTY TDC

September 16 - 17, 2011

Veterans Memorial Park, Gulf County, FL

GREEN ROOM FOOD & BEVERAGES:

PROVIDED FOR 22 HOURS, OVER 2 DAYS, PER BAND
RIDERS & GENERAL HOSPITALITY BUFFET

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 327452-48001

Menu for Center Tent:

Chips, Salsa, Bruschetta, Hummus, Vegetable Platter, Fruit Platter, Deli Platter, Dips, Assorted Breads, Assorted Condiments, Grilled Chicken Wraps, Cookies, Olives, Snack Mix, Crackers, Soft Drinks, Mixers, Bottled Water, Beer & Liquor, Plates, Napkins, Large & Small Cups, Forks, Mixers, Coffee Service & Misc. Items.

Menus for Private Tents:

Based on Band Riders - see spread sheet for specific items plus general items such as chips, apples, soft drinks, bottled waters, soft drinks, plates, napkins and cups.

Food/Non-Alcoholic Beverages/Servingware/Misc. Supplies = \$5318.50

Assorted Sandwich Platter on SAT for 15 - Bob Schneider Group = \$90.00

Beer/Wine/Liquor = \$999.70 (Total: Sams, Provisions, Heron & Port Inn)

Planning, Procurement, Go Boxes, Service & Labor = \$2035.00

Total = \$8443.20 TAX EXEMPT

\$8,443.20
BP 327452-48001
Tulla 159
9/28/11
POJO - b2nd/green room

10/11/11 LL

Bob Schneider - tour
bus 160

Updated January 20, 2011

Saturday
Sept. 17

- ✓ 1) 2 case's (48 bottles) of water (Poland Spring-Ozarka-Aquafina-Zephyrhills)
- 2) 6 - 32oz bottles of San Pellegrino mineral water (or equivalent)
- ✓ 3) 6 - Odwalla Superfood Smoothies or NAKED Supergreen (or equivalent)
- ✓ 4) Two bottles vodka (Grey Goose, Tito's, Stoli, or equivalent)
- 5) One 32oz bottle of cranberry juice (OCEAN SPRAY or equivalent)
- 6) One 32oz bottle of Club Soda (with cut limes)
- 7) 8 - Sugar Free Red Bulls
- 8) 12 pack of sparkling water (La Croix, Perrier, or equivalent)
- ✓ 9) 6 pack Budweiser
- ✓ 10) Two bottles red wine (Cabernet, Merlot, Pinot Noir, Beujolais or Bordeaux)
- 11) One bag quality Tortilla Chips and one jar of tasty locally made fresh salsa
(med. or hot... NO PACE!... no local salsa? Paul Newman's will work)
- 12) Assorted washed fruit to include: oranges, apples, bananas, peaches, pineapple, cherries, plums
- 13) One large veggie tray with broccoli, carrots, cauliflower, tomatoes, celery, greek olives, (any fresh veggies)
- 14) Natural organic trail mix (unsalted nuts, unsweetened cherries/cranberries/apples)
(NO CANDY)
- 15) One can UNSALTED cashews
- 16) One can UNSALTED almonds
- 17) DRIED MANGOS (NO SUGAR)
- 18) One package of gum (Dentyne Ice or Orbit)
- 19) End of show food for band and crew to be delivered to bus at load out
(Hot sandwiches, Chinese, Mexican, or something healthy- per advance with T.M.)
- 20) Bus iced down at load out
- ~~21) Hot Water Maker with leas, lemons, limes, honey, cups, spoons, napkins~~
- ~~22) Fresh brewed quality coffee~~
- 23) 1 roll of paper towels
- ~~24) 4 9 volt batteries~~
- ~~25) 4 AA batteries~~
- 26) 5 - clean hand towels
- 27) 6 pack - Diet Dr. Pepper/Diet Coke

don't forget to
be here

(Provision
Sardines
pizza)

✓ = important

From: THOMAS WYNN & THE BELIEVERS [thomaswynnandthebelievers@gmail.com]
Sent: Saturday, July 23, 2011 10:24 AM
To: kellee@visitgulf.com
Subject: Sept 17

Categories: Red Category

Hi there, Kellee,

So glad you're including Thomas & Olivia, The Duo, at your event . . .
pls post as: **Thomas Wynn & The Believers "Sibling Sessions"**

Here's the info I have, but pls fill me in on all pertinent info you have -- your site, links, etc.

Saturday, Sept 17, 2011 7:45-8:30pm

\$750 payable to **Siblism LLC**

Since green room provided w/food and beverage, all we need is:
4-hand towels
4 bottles of water
case of Corona w/limes
qt. Jack Daniels

tent

Also, let us know what you need as far as promo from us . . .
and we'll get it to you.

Debra

--

Debra, MamaKnowsBestAgency -> booking: (407) 489-7704
thomaswynnandthebelievers@gmail.com or debra.booking@gmail.com
 Rick Camino, Manager (323) 314 6541
rick.camino@gmail.com
www.thomaswynnandthebelievers.com

OR TO PAY _____
 TDC TRUST ACC # _____
 AUTHORIZED *TW* _____
 DATE _____
 MINUTES _____

**MATT COSTA
SOLO ACOUSTIC
CATERING & TECH RIDER**

CATERING

- 1 small veggie tray
- 1 small meat & cheese tray
- 1 loaf sandwich bread wheat
- 1 small mustard
- 1 small mayo
- Chips & Salsa
- 1 bottle red wine
- 1 bottle Maker's Mark whiskey (or Jack Daniel's, Jameson, Bushmill's)
- 6 bottles room temp water
- 6 cans cold ginger ale
- beverage ice
- utensils - plates, napkins, knives, cups, etc etc.
- 2 shower towels if showers are available

TECH

- 1 DI (to be used on acoustic guitar)
- 1 mic for small vintage amp (to be used with electric guitar)
- 2 vocal mics (female vocalist occasionally harmonizes on several songs)
- 3 monitor wedges
- Assortment of extra 1/4 cables to be used with misc. pedals.

*note Matt will NOT be traveling with his own Sound Engineers so we will be using the 'house' folks.

ADVANCE CONTACT

Chris Fenn
ph: 714.813.1406
efax: 714.276.0267
e: chris@mattcosta.com

9. DRESSING ROOM - Purchaser will provide a clean well-lit private dressing room that is readily accessible to the stage without walking through the audience; yet, far enough from the audience to allow for tuning and vocalizing prior to the performance. Dressing room shall be locked or guarded when Artist is on stage. Dressing room shall have chairs to seat at least 10 people, at least one full length mirror, ten (10) clean towels, a clean private bathroom with soap and running water. Artist's dressing room shall be ready with all hospitality items at time of load-in.

10. HOSPITALITY - Purchaser agrees to provide hospitality to Artist as follows:

Dressing Room

- Eight (8) clean bath towels – if there are showers at the venue.
- One case (24 bottles) of 12oz. non-carbonated, bottled water (room temperature).
- Organic fruit and vegetable platter with ranch and balsamic vinaigrette dressing.
- Deli meat (salami, turkey, roast beef and ham) and cheese platter (pepper jack, swiss and sharp cheddar) with organic mustard and mayonnaise
- 1 loaf of organic sliced whole wheat bread
- One bag of organic corn tortilla chips. One container of organic fresh salsa (medium) and one container of organic hummus.
- One bowl of organic mixed nuts, almonds or trail mix.
- 1 bag of organic dried mango (unsweetened, un sulphured)
- 1 box of Emergen'C (lite flavor with MSM), organic chocolate – dark & milk
- Bag of one of the following: Panda red licorice or Haribo gummy candy
- Alcoholic beverages:
 Beer: 12 bottles of Beck's beer (not dark), refrigerated or on ice, cold by load-in.
 1 bottle of Ketel One vodka
 1 bottle of Jameson whisky
 1 bottle of Pinot Noir wine
- 6 cans Coca Cola, 12 cans Ginger Ale, 6 small bottles Pelligrino sparkling water
- 1 bottle of organic cranberry juice without high fructose corn syrup
- Assorted herbal and caffeinated teas, including at least four bags of "Throat Coat" tea with hot water, lemon and sugar.
- One jar of organic raw honey
- One pot of freshly brewed coffee with half & half and soy milk creamer (vanilla)
- Five (5) assorted fresh Odwalla fruit juices -NO protein nor chocolate flavor
- Six (6) bottles of kombucha – assorted flavors (preferably GT's)
- Drinking glasses, hot liquid cups, plates, forks and knives, napkins, and bottle opener
- 4 – AAA batteries
- 4 – AA batteries
- 2 – 9 volt batteries
- 1 Pacifica soy candle

Meals

Eight (8) healthy, good quality meals (no pizza) or a \$15 buyout per person (\$120 total). Two vegetarian and six chicken, beef or fish (salmon, halibut or mahi-mahi). Please try to provide meals with fresh, locally grown organic ingredients whenever possible.

PURCHASER please initial here: _____

On Stage

- One case (24 bottles) of non-carbonated water
- Eight (8) clean white hand towels (no bar rags please).

11. INSURANCE - Purchaser agrees to provide a comprehensive general liability insurance policy in the amounts required by federal, state or local governments to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by PRODUCER and/or their employees, contractors and agents. In no event shall such coverage have a limit of less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times ARTIST or any of ARTIST'S agents or independent contractors are in place of performance.

PRODUCER, ARTIST and its agent for the engagement, PARTISAN ARTS, Inc., shall be listed as additionally named insured under such insurance and this shall be indicated on the pertinent certificate of insurance.

PURCHASER also agrees to provide a policy of Worker's Compensation covering all of PURCHASER'S employees, agents or third-party contractors.

12. AUDIO & VIDEO RECORDING. IMPORTANT: THERE IS TO BE NO AUDIO OR VISUAL RECORDING OF THE PERFORMANCE WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARTIST.

Purchaser agrees to contact Partisan Arts, Inc. regarding any difficulties in meeting the above contract or rider requirements.

ACCEPTED AND AGREED TO:

Purchaser

Five White Horses Touring, Inc.

Date: _____

Date: _____

ATTACHMENTS HEREBY MADE A PART OF THIS AGREEMENT:

- ALO Production Rider (one page)**
- ALO Stage Plot & Input List (one page)**
- ALO Backline List <if included in contract> (one page)**

Spiritual Rez

Contract Rider

The following additional terms and conditions of this Contract Rider are approved and agreed to, and are deemed incorporated in the Contract to which the Rider is attached. You need not sign this Rider. By signing the attached contract you agree to the terms of this Rider.

This rider is not intended to cause hardship, but rather to give you and your audience the best show possible and to contribute to the overall success of your engagement. In order to accomplish this, it is necessary to make any changes to these basic requirements, or if any section is impossible, not reasonable, or in any need of clarifications please contact Intrepid Artists International at 704-358-4777.

Buyer warrants that he/she has the right to enter into this contract and is of legal age. Each page of this rider must be initialed by Purchaser. Failure to provide such initials will constitute acceptance of all conditions set forth on said page.

BILLING: When headlining, Artist is to receive 100% sole star billing in any and all advertising, marquee, lights, displays, programs and any other form of publicity and promotion. Buyer will be supplied authorized photographs and other promotional material upon request to management.

When performing as the support or opening act, Artist is to receive 100% "Special Guest Star" billing in any and all advertising, marquee, lights, displays, programs and any other form of publicity and promotion.

SECURITY: The purchaser shall guarantee adequate security at all times to insure the safety of the artist's personnel, instruments, costumes and personal property 30 minutes before load-in and until completion of load-out.

INTERVIEWS: Purchaser agrees not to commit artist or any members of the band to any personal appearances, interviews, or any other type of promotion without prior consent of artist's representative.

CANCELLATION: Artist reserves the right to cancel this engagement prior to play date for scheduling of Las Vegas engagement, major motion picture, television productions, or major concert tour, foreign or domestic. Cancellation will be given in writing, a minimum of 30 days to play date, at Purchaser's address on contract face.

FORCE MAJEURE: Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control. Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate the Artist in accordance with the terms hereof.

INCLEMENT WEATHER: Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence. Provided the Artist is present and ready to perform at the designated time specified in this contract, the Purchaser shall remain liable for the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist or Artist's representative shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

INDEMNIFICATION: Purchaser agrees to hold harmless Artist and it's employees, contractors or agents from any claims, costs, losses, etc. in connection with any claim made by any third party, if such has sustained as a direct or indirect consequence of the engagement. Likewise Purchaser agrees to hold harmless Artist and it's representatives from any loss, damage or destruction occurring at the place of engagement, including but not limited to acts of God.

GUEST LIST AND COMPLIMENTARY TICKETS: Purchaser shall provide no more than twenty (20) complimentary tickets. Artist and those named in the Spiritual Rez Guest List document will have "full access" to the venue night of show. Purchaser agrees to supply proper radio, TV, and newspaper personnel with complimentary tickets from the remaining above allotment.

SOUVENIERS: Artist reserves the right to sell souvenirs, books, photos, CD's, record albums, tapes, t-shirts and any other related souvenirs. Purchaser shall provide Artist with a designated, well-lit area for sales and with tables for display use at no cost to Artist. Artist will not pay a percentage to anyone at any time for the right to sell souvenirs at a venue where the Artist is performing.

SOUND: Purchaser to provide sound / lights and an engineer. All sound and lights should be of high quality.

REPRODUCTION OF PERFORMANCE: No portion of the performance rendered hereunder may be broadcast, recorded, filmed, taped or embodied in any form, for any purpose without the Artist's prior written consent. Purchaser will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition. It is understood to include members of the audience, press and Purchaser's staff. In the event that Purchaser, his agents, servants, his employees, contractors, etc. reproduce or cause to be reproduced the Artist's performance in the form of film, tapes or any other means of audio or video reproductions, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all master, negatives and other means of reproduction thereof) to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have. Rights to all recorded sounds or images by Artist during Artist's performance are reserved by Artist. Artist may record their own set and will not infringe on other's sets.

PURCHASER: Agrees to indemnify Artist against all claims, damages, losses and expenses including reasonable attorney's fees arising out of any breach by Purchaser of any warranty or agreement made herein, which has resulted in judgment against Artist or has been settled with Purchaser's consent.

PARKING: Purchaser will provide within immediate proximity of the venue, a secured parking space. The parking area should have enough room for a 15 passenger van and trailer. Additional parking passes will be provided to Artist by Purchaser day of event.

DRESSING ROOMS: Purchaser will provide Artist with a backstage / greenroom for exclusive Artist use before, during, and after the event. Purchaser agrees to provide the following at sole cost to Purchaser:

- (2) cases of water
- (2) cases of Red Stripe beer
- (12) 24 OZ Assorted Gatorade
- (1) Vegetarian, (1) Cheese & Cracker, & (1) Assorted Fruit platters
- (6) mixed juices (Pineapple, Orange, Grape)
- (1) 2 Liter Sprite (1) 2 Liter Cherry Flavored Coca-Cola
- \$150 Cash Meal buyout (Unless full catered meals are provided by venue/purchaser) All items are to be placed in the Artist's room prior to soundcheck. (1) Vegetarian Meal option to be included.

HOTEL ROOMS: When providing hotel rooms, band members need clean, comfortable, safe rooms with showers, telephones and TVs. The hotel must be within five minutes of the venue. Internet access or a nearby free WiFi spot is required.

Purchaser

Date

CATERING

Meal buy-out shall be 20\$ per person (for two (2) people = 40\$ total) to be paid to the Tour Manager. All food and beverages provided should be ORGANIC. An electric kettle and a sharp knife should be accessible for use in the backstage area.

The following should be provided in a private room and available after sound check and at least one hour prior to show time:

- 6 "Odwalla", "Happy Planet" or "Naked" juices;
- 1 case of natural spring water (NOT Evian and NOT Dasani);
- chips and salsa;
- one loaf of multigrain organic bread;
- one jar of organic almond butter;
- fresh whole fruits (bananas, tangerines, apples and oranges);
- ripe avocados;
- fresh cut veggies and humus;
- one six pack of Guinness Extra Stout (NOT draft);
- fresh ginger root;
- lemons.

SECURITY

Please ensure at all times that the stage, dressing rooms and mix positions are off limits and secure. **NO ONE** other than those designated by the Artist and/or Artist's representative shall have access to on-stage or backstage area at any time.

MERCHANDISE

An area of the lobby or same room as the show should be set aside for sales of Mishka merchandise. A table with two chairs in a lit area is required for this. Purchaser shall advise Tour Manager in advance of the show if the venue charges a percentage on the merchandising sales.

GUESTLIST

Artist shall be entitled to up to a maximum of ten (10) complimentary tickets for the performance.

INSURANCE

Purchaser warrants that they shall have, during the term of this Agreement, accident and public liability insurance which shall indemnify and hold harmless Artist and Artist's travelling party from any claims, actions, damages or suits from any and all persons who suffer injury or property damage during or incidental to the Artist's performance in connection with this Agreement.

Public Risk Insurance Agency

P. O. Box 2416
Daytona Beach, FL 32115

INVOICE

167

Customer:	Gulf County BOCC
	768
Date:	09/30/2011
Customer:	Paul Dawson
Service:	Linda Burtchett
Page:	1 of 1

Gulf County BOCC
Gulf County Board of County Commissioners
1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

Payment Information	
Invoice# 21596	137,348.50
Payment#	Invoice#21596
PK FL1 0231023 11-02	

Thank You

Please attach and return with payment

Customer: Gulf County BOCC

Invoice #	Effective Date	Description	Amount
21596	10/01/2011	Renew policy Policy #PK FL1 0231023 11-02 10/01/2011-10/01/2012 Preferred Gov Insurance Trust Business Auto - Renew policy General Liability - Renew policy Crime - Renew policy EPLI - Renew policy Inland Marine - Renew policy Law Enforcement Liability - Renew policy Public Officials Liab - Renew policy Commercial Property - Renew policy	23,760.50 5,413.00 500.00 5,027.00 9,122.00 7,432.00 5,769.00 80,325.00

APPROVED FOR PAYMENT

Date 10/5/11 DH LL BJ
Acct # 2111 45000

2011 OCT -5 PM 12:13

137,348.50

*****Future Invoices*****

BCC APPROVED

12/01/2011 68,674.50 | 03/01/2012 68,674.50 |

DATE _____ D.C. _____
ACCT. # 2111 - 45000

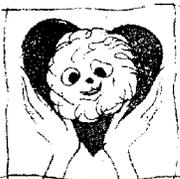
Thank You

Public Risk Insurance Agency
P. O. Box 2416
Daytona Beach, FL 32115

(386)252-6176

Date
09/30/2011

PAID BY **167**
10/10/11 LL



St. Joseph Bay Humane Society

1007 Tenth St., Port St. Joe, FL 32456
850-227-1103 Ph • 850-227-1191 Fax
www.SJBHumaneSociety.org

168

2011 OCT 5 PM 12:13

FSC 509 (a) (1)

Section 501 (c) (3)

EIN 59-34887791

ID# 31462

TO:

Warren Yeager, Jr., Chairman
Gulf County Board of County Commissions
Don Butler, Gulf County Administrator

FOR:

Housing & Care of Gulf County animals at the St. Joseph Bay Humane Society

DATE: 10-5-11

DESCRIPTION	TOTAL ANIMALS	RATE	AMOUNT
For the care & housing of all animals delivered to St. Joseph Bay Humane Society for the month of: September 2011	58	\$49/ animal	\$2842
For the care & housing of dangerous animals, after 5 days & until case is resolved. Total days are ____ days for ____ animals.	0	\$9/ day	2011 OCT -5 PM 12:13
BCC APPROVED DATE _____ D.C. _____ ACCT. # <u>43262-82000</u>	TOTAL:		\$2842

APPROVED FOR PAYMENT

Date 10/5/11 D.H. LL
Acct. # 43262-82000

Pay only 2,526.00

Please send payment to:

SJBHS
Attn: Melody Townsend
1007 Tenth St.
Port St. Joe, FL 32456

For questions about this invoice, please call Melody Townsend at (850) 227-1103.

CONSENT 168
10/11/11 LL

DATE	CO#	Description/Breed	SEX	COLOR	AGE	LOCATION	RESP
09/06/11	3247a	chihuahua	f	white	adult	3442 Hwy 71S, Wewa	CO
09/06/11	3247b	chihuahua	f	brown	senior	3442 Hwy 71S, Wewa	CO
09/06/11	3247c	chihuahua	f	black/tan	senior	3442 Hwy 71S, Wewa	CO
09/01/11	3248a	lab puppies	f	chocolate	3.5 mos	White City Park	CO
09/01/11	3248b	lab puppies	f	black	3.5 mos	White City Park	CO
09/01/11	3248c	lab puppies	f	chocolate	3.5 mos	White City Park	CO
09/01/11	3248d	lab puppies	m	chocolate	3.5 mos	White City Park	CO
09/01/11	3248e	lab puppies	m	chocolate	3.5 mos	White City Park	CO
09/04/11	3249	JRTerrier	m	wht/brn	adult	5 Farms Dump	CO
09/06/11	3250	Am Bulldog	m	tan & wht	8 yrs	Howards Creek Store	CO
09/06/11	3251a	beagle mx	m	tri color	5 mos	Old Transfer Rd, Wewa	CO
09/06/11	3251b	red tick hound	f	red merle	adult	Old Transfer Rd, Wewa	CO
09/07/11	3252	apbt	m	brindle	2 yrs	326 Henry St. - Wewa	Wewa
09/07/11	3253	lab/hound	f	blk w/ tan	5 yrs	178 Jus Do Rd, C-30 Franklin Line	CO
09/07/11	3254a	lab/weimerarian	f	black	5 mos	6947 Hwy 386, Overstreet	CO
09/07/01	3254b	lab/weimerarian	f	silver	5 mos	6947 Hwy 386, Overstreet	CO
09/08/11	3255	kitten	m	yellow	8 wks	Jehu Rd, Wewa	Wewa
09/08/11	3256	cat	f	yellow	1 yr	191 Dove Ln., Pleasant Rest	CO
09/12/11	3257	wire hair terrier	m	brown	5 mos	429 Michael St., Stonemill Creek	CO
09/13/11	3258	lab	m	yellow	11 mos	165 Lucy Circ., Wewa	Wewa
09/12/11	3259	cat	f	gray & white	2 yrs	211 Fraley, Red Bull Island	Wewa
09/10/11	3260	cat	m	blk & wht	5 mos	Jones Homestead	CO
09/13/11	3261	kitten	m	tabby	10 wks	365 Dolphin, Highland View	PSJ
09/14/11	3262	terrier/apbt mx	f	blk/whit	1 yr	Honeyville Park	CO
09/15/11	3263a	lab mix	m	chocolate	1 yr	323 Lakeview Dr., Wewa	CO
09/15/11	323b	lab mix	m	black	1 yr	323 Lakeview Dr., Wewa	CO
09/15/11	3264	feline	f	tabby	2 yrs	115 N Bay, St. Joe	PSJ
09/15/11	3265	am bulldog mx	m	blk & whit	2 yrs	503 22nd St., St Joe	PSJ
916-11	3266	aussie	f	tan & black	11 mos	2275 Old Panama Hwy	CO
09/16/11	3267a	walker hound	f	tri	young	141 Finch Ln	CO
09/16/11	3267b	walker hound	m	tri	senior	141 Finch Ln	CO
09/16/11	3267c	walker hound	m	tri	adult	141 Finch Ln	CO
09/16/11	3268	mixed	m	brown	young	137 W Arm Drive, Wewa	CO
09/16/11	3269	lab/bulldog mx	f	black w/ wht	3 yrs	3951 Hwy 386	CO
09/19/11	3270a	collie/grt. Pyrnese mx	m	brown	8 mos	???	CO
09/19/11	3270b	collie/grt. Pyrnese mx	f	brown & wht	8 mos	???	CO
09/23/11	3271	kitten	f	blue	6 mos	526 9th St., PSJ	CO
09/26/11	3272	apbt	f	brown	7 mos	5491 Hwy 71 North, Wewa	CO
09/23/11	3273	walker hound	m	stnd	1.5 yrs	Beacon Villa	CO
09/21/11	3274a	dane/bulldog mix	f	brown w/ wht	nb	3951 Hwy 386	CO
09/21/11	3274b	mixed	f	blk w/ wht	nb	3951 Hwy 386	CO
09/21/11	3274c	mixed	f	black/brown	nb	3951 Hwy 386	CO
09/21/11	3274d	mixed	f	black/brown	nb	3951 Hwy 386	CO
09/21/11	3274e	mixed	f	black/brown	nb	3951 Hwy 386	CO
09/21/11	3274f	mixed	f	black/brown	nb	3951 Hwy 386	CO
09/21/11	3274g	mixed	m	blue/black	nb	3951 Hwy 386	CO
09/21/11	3274h	mixed	m	black & tan	nb	3951 Hwy 386	CO
09/21/11	3274i	mixed	m	black	nb	3951 Hwy 386	CO
09/21/11	3274j	mixed	m	black	nb	3951 Hwy 386	CO
09/21/11	3274k	mixed	m	black	nb	3951 Hwy 386	CO
09/28/11	3275a	pointer/hound mx	f	wht/blk spec	8 wks	Marlin Blackwells, DaKeith	CO
09/28/11	3275b	pointer/hound mx	f	wht/blk spec	8 wks	Marlin Blackwells, DaKeith	CO
09/28/11	3275c	pointer/hound mx	f	blk/wht	8 wks	Marlin Blackwells, DaKeith	CO
09/28/11	3276a	lab mix	f	black/brown	1 yr	12 S Pinecrest, Lands Landing	Wewa
09/28/11	3276b	lab mix	f	black	1 yr	12 S Pinecrest, Lands Landing	Wewa
09/28/11	3276c	lab mix	m	black	1 yr	12 S Pinecrest, Lands Landing	169
09/28/11	3276d	lab mix	m	black	1 yr	12 S Pinecrest, Lands Landing	Wewa
09/30/11	3279	beagle mx	f	brown	10 wks	Highland View Boat Ramp	PSJ

YEAR	EFF DATE	AMOUNT	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2011	11/19/10	\$ 1,666.00	'85931	'111910	'ST. JOSEPH BAY HUMANE SOC	'CARE & HOUSUBG OF ANIMALS
2011	12/29/10	\$ 1,667.00	'86336	'123010	'ST. JOSEPH BAY HUMANE SOC	'HOUSING OF ANIMALS
2011	01/20/11	\$ 1,274.00	'86575	'121111	'ST. JOSEPH BAY HUMANE SOC	'HOUSING AND CARE ANIMALS
2011	02/07/11	\$ 3,373.00	'86756	'211111	'ST. JOSEPH BAY HUMANE SOC	'CARE & HOUSING ALL ANIMAL
2011	03/10/11	\$ 2,058.00	'87031	'311111	'ST. JOSEPH BAY HUMANE SOC	'02/11 CARE/HOUSING OF ALL
2011	04/13/11	\$ 2,050.00	'87355	'415111	'ST. JOSEPH BAY HUMANE SOC	'MAR 2011 HSING/CARE OF AN
2011	05/12/11	\$ 2,695.00	'87740	'513111	'ST. JOSEPH BAY HUMANE SOC	'4-2011 CARE/HOUSING OF AN
2011	06/16/11	\$ 5,554.00	'88070	'617111	'ST. JOSEPH BAY HUMANE SOC	'HOUSING & CARE OF ANIMALS
2011	07/13/11	\$ 3,610.00	'88328	'715111	'ST. JOSEPH BAY HUMANE SOC	'JUNE 2011 HOUSING & CARE
2011	08/11/11	\$ 3,185.00	'88798	'812111	'ST. JOSEPH BAY HUMANE SOC	'JULY HOUSING & CARE OF AN

\$ 33,084.00
 \$ 27,132.00
 \$ 5,952.00
 \$ 3,426.00 August Charges
 \$ 2,526.00 Balance for September

*Balance for
 Humane Society*

MEMORANDUM

DATE: 10/4/2011

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works Director

SUBJ: Board Actions/Consent Agenda

- 1) Request Chairman sign the Small County Grant
- 2) Request to purchase 6 Skag mowers and 20 Stihl weed eaters from carryover funds. Items on state contract.
- 3) Write-off the following accounts as uncollectable:

Solid Waste Haulers (#55221)	\$2,818.40
Steve Kent (#55288)	\$319.16
Warrick Construction (#55296)	\$687.25

BCC APPROVED

DATE _____ D.C. _____

2011 OCT -4 PM 1:44

10/11/11 CC

Gulf County Mosquito Control
1001 Tenth Street
Port St Joe, FL 32456
(850) 227-1401 Office (850) 229-9521 Fax

MEMO

Date: October 5, 2011

To: Board of County Commissioners

From: Mark Cothran, Director GCMC *MC*

Re: FY 2011-12 Sole Source Item ULV Chemical

In accordance with information provided from the clerk on sole source item purchases and exceptional purchases, listed #2 and #8 in exemptions, I recommend purchases of Permanone 30-30 EPA Reg. No. 432-1235, BVA Spray 13 or equivalent and Fyfanon ULV EPA Reg. No. 67760-34 from Adapco for the FY 2011-12 budget.

Thank you.

2011 OCT -5 PM 12:14
GULF COUNTY
COMMUNICATIONS
DEPARTMENT

BCC APPROVED
DATE _____ D.C. _____

ORIGENT
DATE 10/17/11 LL

ADAPCO

Invoice	85374A
Date	9/12/2011
Page	1

REBECCA HARRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY
 Phone from Customer
 2011 SEP 21 PM 4:58

Remit To:
 Dept# 0670
 PO Box 850001
 Orlando, FL 32885-0001

Headquarters:
 550 Aero Ln
 Sanford FL 32771-6342
 FEI: 59-2574523

Orders:
 www.MyADAPCO.com
 (800) 367-0659

Bill To:

Ship To:

GULF CO MOSQUITO CONTROL ACCOUNTS PAYABLE 1001 10TH ST PORT SAINT JOE FL 32456 (850) 227-1401 Ext. 0000	GULF CO MOSQUITO CONTROL 1001 10TH ST PORT SAINT JOE FL 32456 mosquito@gulfcountry-fl.gov (850) 229-6112 Ext. 0000
---	--

Cust#	Payment Terms	Purchase Order No.	Shipping Method	Territory	Salesperson	
1095	NET 30 DAYS	VERBAL	COM CARRIER	EAST	DWP-FL	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
2.00	2.00	0.00	BVA13-275	BVA 13 ULV DILUENT OIL (275 GL TOTE)	0	\$1,716.00
2.00	2.00	0.00	PER3030-30	PERMANONE 30-30 (30 GL DR)	0	\$3,300.00

Handwritten: Mosquito Control
 281562-522

Subtotal	\$10,032.00
Discount	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Less Payments	\$0.00
Total Due	\$10,032.00

Contact: MARK COTHRAN
Tax Info: 330300207753C
License:

Exp Date:

Restricted Product Users: It is the purchasers responsibility to notify us of License changes/updates.

173
 10/11/11 LL

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA**

Towan Kopinsky, Grant Writer/Coordinator
1000 CECIL G. COSTIN SR. BLVD., ROOM 309, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6144 / FAX (850) 229-9252 / EMAIL: tkopinsky@gulfcounty-fl.gov

August 31, 2011

2011 OCT -5 PM 12:13

Don Butler, Chief Administrator
Robert M. Moore Administration Building

Re: 2010-2011 Payroll Deductions

Dear Don;

This is a follow-up to our conversation on Tuesday, August 30, 2011. When I was doing my open enrollment this year, I realized that duplicate deductions were made for the entire past year on my Accident, Cancer and Short-Term Disability policies. During open enrollment last year, I cancelled these 3 policies with AFLAC and contracted to purchase these policies from Colonial and American Heritage.

Upon checking into the matter, I received a copy of the spreadsheet that was presented to the Clerk's Office after open enrollment last year. The spreadsheet was not correct, and I have made notes at the bottom of the sheet to show what it should have been. I have also performed an audit of my payroll deductions (spreadsheet also attached), and based on the changes I made during open enrollment, I have overpaid in the amount of \$1,799.60. I discussed this with Lynn yesterday, and she suggested I submit this letter to you requesting that the Board refund this amount to me.

Therefore, I am requesting reimbursement from the Board, in the amount of \$1,799.60, for the insurance premiums deducted from my paycheck on the 3 AFLAC policies that should have been cancelled during open enrollment last year. I greatly appreciate your consideration in this matter, and I have attached several backup documents for your review.

Sincerely,



Towan Kopinsky
Grant Coordinator

BCC APPROVED

DATE _____ D.C. _____

CARMEN L. McEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

FAN SMILEY
District 4

WARREN J. YEAGER, JR.
District 5

edilil ll

Donald Butler

From: Towan Kopinsky [tkopinsky@gulfcounty-fl.gov]
Sent: Wednesday, August 31, 2011 11:39 AM
To: Elaine Bland
Cc: Lynn Lanier ; Don Butler ; Michael Hammond
Subject: AFLAC Policies Cancellation / Payroll Deductions

Hey Elaine,

Per our conversation this morning (and based on the documents I presented to you), my open enrollment payroll deductions submitted to you for FY 10-11 were incorrect. I have been paying for duplicate coverage for Cancer, Accident, and Short-Term Disability. These 3 AFLAC policies should have been cancelled as of September 30, 2010, as my new policies took effect October 1, 2010. Please discontinue the following payroll deductions for AFLAC policies as soon as possible.

AFLAC-Cancer	\$64.40
AFLAC-Accident	\$46.70
AFLAC-Short Term Disability	\$52.50

Thank you very much, and if you need any additional information, please let me know.

Towan

Towan Kopinsky
 Gulf County Grant Writer/Administrator
 1000 Cecil G. Costin, Sr. Blvd., Room 309
 Port St. Joe, FL 32456
 (850) 229-6144
 (850) 229-9252 (fax)
tkopinsky@gulfcounty-fl.gov

PLEASE NOTE THAT OUR NEW BUSINESS HOURS ARE MONDAY - THURSDAY 7:00 A.M. - 5:30 P.M. EST...WE ARE NOW CLOSED ON FRIDAYS.

"Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing."

CLERK OF CIRCUIT AND COUNTY COURTS

RECORDER AND COMPTROLLER
GULF COUNTY, FLORIDA

REBECCA L. NORRIS, CLERK
1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida 32456

MEMORANDUM

TO: Board of County Commissioners

FROM: Rebecca L. Norris, Clerk

DATE: October 4, 2011

TOPIC: Supplemental Budget Hearing

The board at any time within a fiscal year may amend a budget for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year.

A Supplemental Budget Hearing is necessary for FY 2010-2011, and must be held during the first 60 days of the new fiscal year. The public hearing must be advertised at least 2 days, but not more than 5 days, before the date of the hearing.

May the supplemental budget hearing for FY 2010-2011 be scheduled for 5:45 PM on October 25, 2011, which is 15 minutes prior to the regularly scheduled BOCC meeting.

2011 OCT -4 PM 3:06
CLERK OF CIRCUIT AND COUNTY COURTS
REBECCA L. NORRIS, CLERK

BCC APPROVED

DATE _____ D.C. _____



OFFICE: (850) 769-3477
FAX: (850) 769-3456

POST OFFICE BOX 59462
PANAMA CITY, FL 32412-0462

September 29, 2011

Mr. Don Butler
Gulf County Administrator
Port St. Joe, Florida

Reference to: Balance of GAC Gulf County Account

Dear Mr. Butler,

This letter is to request that Gulf County wave the Balance Due to Gulf County in the amount of \$2187.45 for tipping fees at the Gulf County Landfill. The fees were incurred for projects GAC Contractors, Inc did for Gulf County and the City of Port St. Joe in the past couple of years. A list below is the projects we did in the county that we dumped at the Five Points Landfill:

- Overstreet Water line
- White City Sewer
- Gulf County Road Bond
- Highland View Sewer
- Cape San Blas Bike Path

If you need any more info to reconcile this, please feel free in contacting me.

10/11 9-30-11
10/11 9-30-11

BCC APPROVED

Thank you in advance for this looking into this matter.

DATE _____ D.C. _____

Sincerely,

Andrew Rowell

CONSENT
DATE: 10-4-11 BB

MEMORANDUM

DATE: 10/4/2011

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works Director

SUBJ: Board Actions/Consent Agenda

- 1) Request Chairman sign the Small County Grant
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Warrick Construction (#55296)	\$687.25

2011 OCT -4 PM 1:44
 GULF COUNTY BOARD OF COUNTY COMMISSIONERS
 CLERK OF BOARD OF COUNTY COMMISSIONERS

BCC APPROVED

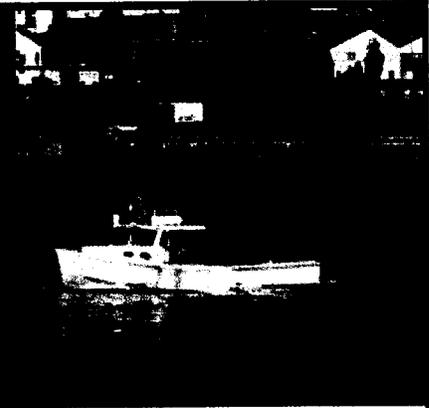
DATE _____ D.C. _____

Lynn Lanier

From: NACo [naco@naco.org]
 Sent: Wednesday, September 21, 2011 3:18 PM
 To: commissioner3@gulfcounty-fl.gov
 Subject: Register Now for NACo's 2011 Coastal Counties Forum in Savannah, GA

Having trouble viewing this email? [click here](#)

Coastal Counties 2011 Forum



Register by Friday, September 30 for the 2011 Coastal Counties Forum

Join NACo in Chatham County, (Savannah) Georgia for a day and a half forum on October 27 & 28th to discuss how your coastal county can take better advantage of public and private resources to build resilient, sustainable ecosystems and economies. The forum will include information and discussions about how counties can best utilize data, tools, partnerships and technical assistance to grow local economies and enhance coastal ecosystems.

NACo will cover up to two nights' lodging at our forum hotel in historic Savannah.

To register and for more information, visit www.naco.org/coastalforum.

Contact: Carrie Clingan at 202.942.4246 or cclingan@naco.org

NACo National Association of Counties
 The Voice of America's Counties

Visit NACo's New Website
www.naco.org

CCC APPROVED

DATE _____ D.C. _____

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 10/11/11 u



FAC 2011-12 Legislative Conference Preliminary Agenda

Tuesday, November 15

4:00 p.m. – 6:00 p.m.

Registration Desk Open

Wednesday, November 16

7:30 a.m. – 8:30 a.m.

Continental Breakfast

7:30 a.m. – 5:00 p.m.

Registration Desk Open

8:00 a.m. – 9:30 a.m.

Executive Committee Meeting

8:00 a.m. – 10:00 a.m.

Visioning Workgroup

8:00 a.m. – 5:00 p.m.

CCC Workshop: County Government Structure & Authority

9:45 a.m. – 11:00 a.m.

Rural Caucus

9:45 a.m. – 11:00 a.m.

Urban Caucus

11:00 a.m. – 12:30 p.m.

FAC Board of Directors Meeting

11:00 a.m. – 1:15 p.m.

Lunch (on your own)

1:30 p.m. – 3:00 p.m.

Health & Human Services Committee

3:15 p.m. – 4:45 p.m.

Public Safety Committee

5:30 p.m. – 6:30 p.m.

Welcome Reception

6:30 p.m.

Dinner (on your own)

Thursday, November 17

7:00 a.m. – 8:00 a.m.

Small County Coalition Meeting

7:30 a.m. – 9:00 a.m.

Continental Breakfast

8:00 a.m. – 11:30 a.m.

Registration Desk Open

8:00 a.m. – 5:00 p.m.

CCC Workshop: County Government Roles & Responsibilities

8:30 a.m. – 11:30 a.m.

Finance, Transportation & Administration Committee

11:30 a.m. – 12:30 p.m.

Luncheon

12:45 p.m. – 4:00 p.m.

Growth, Environ. Planning & Agriculture Committee

2:00 p.m. – 5:00 p.m.

County Managers Workshop

4:00 p.m. – 5:00 p.m.

Annual Conference Committee

5:00 p.m. – 6:00 p.m.

Legislative Executive Committee

6:00 p.m. – 7:00 p.m.

Reception

7:00 p.m.

Dinner (on your own)

Friday, November 18

8:30 a.m. – 10:30 a.m.

Closing Session Breakfast

10:30 a.m. – 3:00 p.m.

CCC Workshop: Charter Government (*separate registration required*)

10:45 a.m. – 12:45 p.m.

Federal Action Strike Team

A schedule of Affiliate Meetings will be released soon.

BCC APPROVED

DATE _____ D.C. _____

Lynn Lanier

From: National Hurricane Conference [mailto:hurricanemeeting.com]
Sent: Friday, September 30, 2011 12:27 PM
To: commissioner5@gulfcounty-fl.gov
Subject: 2012 National Hurricane Conference Registration is Open!

Having trouble viewing this email? [Click here](#)

You are receiving this email because you are a past National Hurricane Conference attendee. Please [confirm](#) your continued interest in receiving email from us.

You may [unsubscribe](#) if you no longer wish to receive our emails.



2012 National Hurricane Conference Attendee Registration is Now Open!

201109-5 PM12:15

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Week at a Glance

Hotel Information

Exhibitor Information

2011 Speaker Presentations

Join Our Mailing List!

If you are not already subscribed to this email list, please click on the button above to ensure that you receive National Hurricane

Dear Past National Hurricane Conference Attendee,

Make plans now to attend the 2012 National Hurricane Conference, March 26-29, at the Hilton Orlando.

As you know, the National Hurricane Conference is the nation's forum for education and professional training in hurricane and disaster preparedness.

The conference offers more than 100 workshops, trainings and rap sessions about:

- Lessons learned from hurricane strikes
- State-of-the-art programs worthy of emulation
- New ideas being tested or considered and new or ongoing assistance programs
- The ABC's of hurricane preparedness, response, recovery and mitigation
- EMI and FEMA certificate training courses

BCC APPROVED

DATE _____ D.C. _____

1

181

DATE _____ D.C. _____

Conference emails.

will once again be offered.

Please visit www.hurricanemeeting.com or click the links to the left for additional conference information.

Register Now and Save!

Register now and save \$50 off the regular registration price. Early registration (until February 10, 2012) is \$300.

Visit www.hurricanemeeting.com/register.asp to register online.

We hope to see you in Orlando in March!

Forward email

SafeUnsubscribe



This email was sent to commissioner5@gulfcounty-fl.gov by mail@hurricanemeeting.com
[Update Profile/Email Address](#) Instant removal with [SafeUnsubscribe™](#) [Privacy Policy](#).
National Hurricane Conference 2952 Wellington Circle Tallahassee FL 32309