

**BOARD OF COUNTY COMMISSIONERS**

**GULF COUNTY, FLORIDA**

<b>AGENDA</b>	<b>APRIL 12, 2011</b>	<b>TIME / PAGE NO.</b>
1. Meeting Called to Order . . . . .		6:00 p.m.
2. Consent Agenda . . . . .		1-85
3. County Staff Business		
4. Board Business		
5. William Sammons, M.D. – Biomass Plant		
6. Hope Stewart – West Florida Regional Planning Council – Ride On Commuter Services		
7. 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

April 12, 2011

1.	Minutes – February 22, 2011 – Correction to Minutes . . . . .	1
	- March 3, 2011 – Special Meeting . . . . .	2-5
	- March 22, 2011 – Regular Meeting . . . . .	6-19
2.	Approval of Checks and warrants for March, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.	
3.	Appointment – Risk Management Associates, Inc. (Broker of Record) . . . . .	20-25
4.	Bid Award #1011-16 – Cape San Blas Bike Path, Phase III Construction (C.W. Roberts Contracting * \$1,297,659.59) . . . . .	26-29
	Bid Award #1011-18 – Beach Tilling Services (Coastal Parasail, Inc. * \$21,000.00) . . . . .	30-48
5.	Change Order – Avenue “A” Sewer Project (Increase \$17,620.10) . . . . .	49-51
6.	Contract Agreement – AshBritt, Inc. (Disaster Recovery Services) . . . . .	52-53
	Contract Agreement – DSI Group, LLC (General Emergency Services) . . . . .	54-55
	Contract Agreement – Department of Revenue (Sheriff Service for Title IV-D Child Support Enforcement) . . . . .	56-78
7.	Invoices – County Attorney Jeremy Novak (March, 2011 * \$8,358.25 * to be paid from Account #21314-31100) . . . . .	79-80
	- IC Contractors, Inc – Stumphole Revetment Project (Application #1 * \$189,148.14 * to be paid from Account #113538-34000)	81-82
8.	Plan Sponsor Signature Page (Nationwide Retirement Solutions) . . . . .	83
9.	Request for Funds – Gulf County Sheriff (Sale of Surplus Equipment * \$16,986.00) . . . . .	84
10.	Resolution – E.M.S. Matching Grant . . . . .	85

**CORRECTION TO THE MINUTES OF FEBRURY 22, 2011**

Minutes:

**LEGISLATIVE CHANGES**

Commissioner Williams reported that he met with Billy Buzzett, the new D.C.A. Secretary to the Director of Emergency Management; stating that he will provide at the next meeting the Governor's, the House and the Senate recommendations. Commissioner Williams thanked Clerk Norris for reaching out as a Constitutional Officer (to our delegation), stating that there are going to be massive changes.

Corrected Minutes:

**LEGISLATIVE CHANGES**

Commissioner Williams reported that he met with Billy Buzzett, the new D.C.A. Secretary, and the Director of Emergency Management; stating that he will provide at the next meeting the Governor's, the House, and the Senates recommendations. Commissioner Williams thanked Clerk Norris for reaching out as a Constitutional Officer (to our delegation), stating that there are going to be massive changes.

CONSENT 1  
DATE: 4/6/11 CC

**PORT ST. JOE, FLORIDA****MARCH 3, 2011****SPECIAL MEETING**

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, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Kerigan.

Chairman Yeager called the meeting to order at 12:00 p.m., E.T.

**JAIL MEDICAL DIRECTOR - CONTRACT**

County Attorney Novak reported that the Jail Medical Director Dr. Pablo has been provided a proposed professional services contract, stating that it must go through legal review by Sacred Heart, and recommended, subject to legal review, for the Chairman to sign and execute. Commissioner Williams motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously.

**RECREATIONAL VEHICLE (RV) MORATORIUM**

Chief Administrator Butler reported that there have been a lot of calls concerning RV's going on lots, sometimes multiple RV's on the same location. Planner Richardson discussed the possibility of adopting an RV Moratorium, stating that he and the Building Department have been getting in fluxed with RV's, and there is not a sound policy to deal with this issue. He discussed the possibility of an RV being placed on the Gulf side of St. Joe Beach (Beacon Hill) area, stating that this would be in a VE (velocity elevation) zone and would have to meet flood elevation requirements. Planner Richardson recommended for the Board to adopt a RV Moratorium until some policies are adopted. He stated that this will be under review by the P.D.R.B. in March. Chairman Yeager stated that we have had this issue for some time and the Board sent it to the P.D.R.B. to address. Commissioner Williams discussed that the Comprehensive Plan states that you can have one RV unit per parcel, stating that we do not want Highway 98 to be that billboard for those RV's. Commissioner Williams stated there is a very big difference between someone who owns a home and has an RV they travel in and has an RV adjacent to the home. He stated that a recent request for three (3) RV's on one (1) parcel goes against everything we have. Commissioner Williams motioned to follow staff recommendation and adopt an RV Moratorium along the tourist corridor.

Commissioner McDaniel seconded the motion for discussion. Upon inquiry from Chairman Yeager for clarity, Commissioner Williams stated that the Waste Management Tourist Corridor would be more of a specific description, stating that it was more anchored on a similar issue, and recommended to use the Waste Management description (boundaries). Upon inquiry by Commissioner McDaniel concerning areas along the river, Commissioner Williams stated that this would only be for the South Gulf tourist corridor as defined by Waste Management.

Chairman Yeager called for public comment.

Leonard Costin appeared before the Board and reported that he was asked to attend the meeting by Nancy and Earl Smith to voice opposition to RV's along the Highway 98 Corridor and inquired as to whether the Board will be looking into RV's county wide. Commissioner Williams stated that Nancy Smith spoke loud and clear to him concerning the RV's on the Highway 98 Corridor. He stated that the Land and Development Regulations (L.D.R.) have an existing regulation that allows one RV per parcel of land. Mr. Costin reported that he has an RV located at the (Costin) airport in which he allows the maintenance man for the airport to stay in and asked if this would be exempt. Commissioner Williams stated that if it is in the unincorporated areas of the County, it is in compliance. Commissioner McDaniel reported that the City of Wewahitchka only allows a maximum of six (6) months, and then they have to go before the City Board for an extension.

Henry Hill appeared before the Board and requested for Cape San Blas 30-E to be included in this corridor. Chairman Yeager reported that this is included in the tourist corridor.

Steve Norris appeared before the Board made an inquiry concerning one RV per unit and Commissioner Williams responded that this is in the L.D.R. Chief Administrator Butler stated that they (the Board) have always handled an RV as a unit, a unit being a residential unit. Based on Mr. Norris' inquiry as to a dwelling unit; Chief Administrator Butler stated that it has always been handled as a unit; a residential dwelling unit. Upon inquiry by Mr. Norris concerning the RV's that are out of compliance (four-five RV's on one lot), Chief Administrator Butler acknowledged having places with more than one, stating, not that they were permitted, that they just put them in there. Mr. Norris inquired about future actions that will go back and address those that are out of compliance. Commissioner Williams stated that they do have those happening now and Code Enforcement Officer Mike (Aiken) will continue with those because you can have only one unit per parcel. Mr. Norris asked if this included C-30 and Chairman Yeager affirmed that it did, stating that the Tourist Corridor described in our original plan when talking about Waste Management was included in the Moratorium. Upon inquiry by Mr. Norris about how soon some clarification can be made on what the specifics will be in the future, Chairman Yeager stated that the P.D.R.B. will meet on that issue and asked Planner Richardson for an estimated time frame. Planner Richardson stated that the P.D.R.B. will meet in March and could possibly have a recommendation to bring back to the Board then. Mr. Norris stated that it sounds as if this was on here (the agenda) for a

number of reasons but has become obvious it is this one issue, as the point was made earlier, that has caused this. Commissioner Williams stated that this was not exactly correct, that it is one over-arching issue but this first came to our attention as to the multiple units on one parcel, not Gulf side – not this particular project, stating that this was referred to Planning and Review a month ago because of other issues but now it has taken a heightened step. Chairman Yeager stated that he had one issue on the Cape that specifically needed to be addressed and that's when he got involved. He stated that the P.D.R.B. needs to look at it closely and intelligently, establish some guidelines, and come back to the Board with a recommendation that all of us can live with; stating that there will be a public hearing when this will be decided and adopted. Mr. Norris stated that we are here today due to laxness in the past of allowing three or four and asked the Board to consider the homeowner, as we move forward, in being able to bring his RV and stay over the weekend, even on the Tourist Corridor, as can be done along the river. There being no further discussion, the motion then passed unanimously.

#### **LOW INCOME POOL (L.I.P.)**

Deputy Administrator Lanier reported that the L.I.P. agreement before them was brought before the Board several months ago, stating that after meeting with County Attorney Novak concerning the availability of funds from the ½ cent sales tax (Hospital Tax), found that there was a second L.I.P. agreement. She stated that she inadvertently got the wrong agreement signed at the last meeting, stating that the additional \$246,000.00 Primary Care L.I.P. agreement was approved contingent upon approval by County Attorney Novak, Chief Administrator Butler and herself, and the availability of funds. She stated that the original L.I.P. agreement, in the amount of \$814,200.00 needs to be approved and so recommended. Commissioner Williams explained the 2 agreements, and the program then motioned to approve this recommendation. Commissioner McDaniel seconded the motion. Deputy Administrator Lanier reported that \$2.3 million has been paid back to Sacred Heart Hospital toward the County's obligation. The motion then passed unanimously.

#### **UNIFIED VOICE & DATA COMMUNICATIONS SYSTEM (V.O.I.P.) – BID #1011-10**

Chief Administrator Butler reported that we received three proposals (AT&T, FairPoint Communications, & Ronco Communications) for the V.O.I.P. bid #1011-10, stating that Chuck Edwards will make the recommendation. Chuck Edwards, of Bluemanta Technology, appeared before the Board and discussed the three bids, stating that AT&T submitted a bid for an upfront cost of installation, in the amount of \$2,321.20 with a monthly recurring cost of \$5,805.00 (annually \$69,660.00). He reported that FairPoint Communications submitted an upfront cost of \$80,190.00 (equipment, installation & labor). Deputy Administrator Lanier reported that the \$2,321.20 from AT&T is a purchase of equipment, but the equipment installed will be leased, and the FairPoint bid was a purchase in the amount of \$80,190.97. Upon inquiry by Commissioner Williams, Chuck Edwards stated that the \$2,321.20 for AT&T is installation and labor, and the monthly recurring cost of \$5,805.00 combines the monthly voice and data service plus the cost of leasing the equipment on a monthly basis for 36 months. He reported that the \$80,190.00 for FairPoint is basically for the installation and equipment, and the

\$7,710.00 is the monthly service. Chuck Edward recommended awarding Bid #1011-10 to AT&T, in the amount of \$69,660.00. Commissioner Williams motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously.

**HONEYVILLE COMMUNITY CENTER – FEE WAIVER**

Commissioner McDaniel requested a fee waiver for the Honeyville Community Center for the Northwest Florida Bass Federation. Commissioner Williams motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

**AVENUE "A" SEWER PROJECT – BID #1011-12**

Chief Administrator Butler reported that there were 4 bids received for the Avenue "A" sewer project, and recommended awarding bid #1011-12 to GAC Contractors (low bidder), in the amount of \$421,889.10. Commissioner Williams motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 12:29 p.m., E.T.

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

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

**PORT ST. JOE, FLORIDA**

**MARCH 22, 2011**

**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., and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley. <Vice Chairman Bill Williams was absent)>

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, E9-1-1 Coordinator Ben Guthrie, G.I.S. Coordinator Scott Warner, Gulf County E.M.S. Director Houston Whitfield, Human Resource Director Denise Manuel, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Tim Kerigan.

Sheriff Nugent called the meeting to order at 6:00 p.m., E.T.

Clerk Norris opened the meeting with prayer, and Chairman Yeager led the Pledge of Allegiance to the Flag.

**CONSENT AGENDA**

Upon motion by Commissioner McLemore, second by Commissioner McDaniel, and unanimous 4-0 vote, the Board approved the Consent Agenda as follows:

1. Minutes – February 8, 2011 – Regular Meeting
  - February 22, 2011 – Regular Meeting
  - February 24, 2011 – Combined Special Meeting
2. Approval of Checks and warrants for February, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – County Incentive Gram Program C.I.G.P. (Amendment #2 \* Iola Road from Iola Landing Road to Porter Landing Road)

Agreement – Replay Systems, Inc. (E911 Level 3 Service Agreement)

4. Contract – Gulf County Emergency Management (State Homeland Security Grant \* \$49,798.00)

5. Inventory – Gulf County Health Department (Donate to Sacred Heart Hospital \* #130-436 \* Table/Chair 5x8 Mat, #130-437 \* Evaluation Hand Kit, #130-438 \* TXE-7 Chattanooga Traction Table, #130-439 \* Elite EM4 Hilo Table plus 3/DR, #130-440 \* Intellect Legend Stim 4 Channel, #130-441 \* Intellect Legend Stim 4 Channel, #130-442 \* Intellect Legend Ultrasound, #130-443 \* Intellect Legend Ultrasound, #130-444 \* Lontophresor Empi, \* Intellect Legend Ultrasound Heads 2cm and 10cm \* Donate items not listed on County inventory \* Mini Trampoline, Parallel Bars 7' side folding, Chattanooga Warmer, Rocker Board, 3 each Gray Tables, 3 each Gray Stools)

- Clerk of Court (Remove \* #10-313 \* Lanier Advocate V Recorder LCR5D, Microphones, RCA Video Recorder)

- Gulf County Emergency Management (Transfer #90-239 \* Dell Precision M70 Laptop Computer to Wewa Search & Rescue)

- Gulf County Mosquito Control (Junked \* #72-12 \* Toshiba S6112 Laptop, #72-8 \* Leco 1600 Spray Motor, #72-9 \* Leco 1600 Spray Motor \* Transfer #72-649 \* 2003 Chevy Truck 4wd, #72-650 \* 2003 Chevy Truck 4wd to Public Works Department \* Advertise for Bids #72-1 \* Kawasaki Mule (blown motor), Transfer #72-651 \* 2003 Chevy Truck 4wd to Animal Control)

- Gulf County Tax Collector (Delete \* #40-85 \* IBM Wheelwriter Typewriter)

6. Invoices – County Attorney Jeremy Novak (Invoice \* February, 2011 \* \$12,410.25 \* to be paid from Account #21314-31100)

- Gulf County C.D.C. (Invoice \* \$3,000.00)

7. Waiver – Rental Fee - Honeyville Community Center (Wewahitchka Junior/Senior Prom \* April 9, 2011)

(End)

**PARK CLEAN-UP - BID #0910-20**

Deputy Administrator Lanier discussed the Bid Tabulation Sheet for Bid #0910-20 (Parks Clean-Up), stating that it was previously awarded to the low bidder (Adam Bishop), and there is a Termination of Services Agreement which has been issued. Deputy Administrator Lanier recommended that the County move to the next low bidder and award to Aaron Etheridge, in the amount of \$360.00 per week. Upon inquiry by Commissioner McLemore, Deputy Administrator Lanier reported that there had been inadequate clean-up from the original awarded contractor, Adam Bishop. Commissioner McLemore motioned to approve this recommendation and award to the next low bidder (Aaron Etheridge). Commissioner Smiley seconded the motion, and it passed 4-0.

**GULF COUNTY HEALTH DEPARTMENT – DENTAL FEE SCHEDULE**

Deputy Administrator Lanier discussed the new Gulf County Health Department Dental Fee Schedule, stating that the Gulf County Health Department is requesting approval of the dental fee schedule. Commissioner McLemore motioned to approve the dental fee schedule. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

**TRAVEL – COMMISSIONER WILLIAMS**

Deputy Administrator Lanier discussed that Commissioner Williams has been asked by the Governor's Office to attend a Congressional Government Oversight Reform Committee Members meeting in Pensacola (Deepwater Horizon Oil Spill) on Thursday and Friday, March 31 and April 1, 2011, returning on Saturday. Commissioner McLemore motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

**BEASLEY ALLEN LAW FIRM - DEEPWATER HORIZON OIL SPILL**

County Attorney Novak introduced Brantley Frye of Beasley Allen Law Firm, stating that they have been working with Ron Jones and David Burn concerning the Deepwater Horizon Oil Spill claims. Brantley Frye of Beasley Allen Law Firm appeared before the Board and introduced Ed Sauls and Ashley Taylor of Jackson Thornton Law Firm, stating that they have been putting together the first phase of Gulf County's claim, and the first claim is for lost revenues. She reported that they are also collecting additional

data to submit claims for loss of assessments and cost directly to the County. Ed Sauls of Jackson Thornton Law Firm appeared before the Board and gave an update on the claim process for Gulf County. He stated that this could not have been done without Carla Hand, Stephanie Richardson, Jeremy Novak, Commissioner Williams, Lynn Lanier, Elaine Bland, Marshall Nelson, and Don Butler assisting with this project. Mr. Sauls reported that over 90% of the County's tax revenue comes from property taxes. He reported that the types of revenue that they saw (analysis of all revenues), stating that the ones that reflect loss are those that logically would (1) T.D.C. tax (non-restricted and restricted), (2) discretionary sales tax, (3) boat registrations, and (4) building permits, stating that B.P. has a number of requirements. Ashley Taylor of Jackson Thornton Law Firm appeared before the Board and reported that this claim will be filed in line with what B.P. has ask for, stating that there has to be a description of each tax, historical tax rates, financial reports, budgets, and monthly tax receipts. Mr. Sauls reported that this element of the County's request is ready to be filed, stating that there are a number of expenditures incurred by this County relating to B.P. (1) travel, (2) employee time, (3) Commissioners time, and (4) B.P. using County facilities. Upon inquiry by Commissioner McLemore, County Attorney Novak reported that they are finalizing the numbers and once they have the final numbers they will meet with the Commissioners. Upon inquiry by Chairman Yeager, Mr. Sauls reported that the lost revenue claims are based upon an analysis of actual receipts through December 31, 2010. Brantley Frye appeared before the Board and reported that the hard part of the work is complete, stating that it will be easier as they move forward. County Attorney Novak requested Brantley Frye to explain the Limitation of Liability Act. Brantley Frye discussed the Limitation of Liability Act, stating that this was a maritime law; which the owner of a vessel is limited to liability for the amount of the vessel and the owner of the vessel is Trans Ocean, stating that they have filed a limitation of liability, and this preserves the amount of liability for the amount of the Deepwater Horizon vessel. She reported that the County will need to file a Short Form Joinder with the Multi District Litigation (M.D.L.) before April 20, 2011. Commissioner McLemore motioned to approve this form and execute by the Chairman before April 20, 2011. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

#### **P.D.R.B. RECOMMENDATIONS – MARCH 22, 2011**

Planner Richardson stated that the P.D.R.B. recommends the Board proceed to transmit the Objections, Recommendations and Corrections (O.R.C.), amending the Comprehensive Plan. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

**RECREATIONAL VEHICLE (R.V.) MORATORIUM**

Planner Richardson stated that the P.D.R.B. needs direction from the Board of County Commissioners on the tourist corridor in reference to the R.V. Moratorium. Chairman Yeager reported that the tourist corridor is Highway 98, C-30, Indian Pass and just lots contiguous with C-30. Chairman Yeager called for public comment. Patricia Hardman appeared before the Board and stated that she would like for the Board to hold the moratorium or continue the moratorium to allow the P.D.R.B. time for further review; asking the Board not to act too quick and to be fair to everyone. Planner Richardson stated that the Board needs to amend the moratorium so that there can be no more than one R.V. per lot in unincorporated Gulf County, and continue the permitting process within the tourist corridor as defined until the new R.V. policy is adopted by the Board. Commissioner McLemore stated that this needs to be put on hold until further review. Bruce Allen appeared before the Board and presented photographs in the St. Joe Beach area of R.V.'s where people are living in them, stating that some are on one, possibly two lots and this is one block off of the beaches. He reported that a lot of these R.V.'s are building structures over the top and sheds around them and probably are not purchasing permits, stating that people are living in these R.V.'s. Commissioner McLemore suggested putting this on hold for further review, stating that this looks like it is serious business. Commissioner McDaniel discussed that this needs to be reviewed to determine how far inland this will go. Skipp Griffes appeared before the Board and reported that he lives in the first block of St. Joe Beach, stating that the County needs to take a look at this for the future of this County, and it should be all inclusive of the existing subdivisions that are along the tourist corridor. Planner Richardson requested on behalf of the P.D.R.B. to extend the R.V. Moratorium County Wide. Commissioner McDaniel motioned to table this issue for further discussion; not for the entire County. Commissioner McLemore seconded the motion. Chairman Yeager stated that there is a moratorium for the tourist corridor and the P.D.R.B. is requesting a moratorium for the entire County to review as a whole. Commissioner McLemore requested to table this issue for further review. Chairman Yeager stated that there is a motion and second to leave as is and table with the P.D.R.B. to review as the tourist corridor. Chairman Yeager stated that this needs to be reviewed for the entire County, not just the tourist corridor. The motion then passed 3 to 1, with Chairman Yeager voting no. Assistant Administrator Hammond stated that there is no zoning in the County since the Land and Development Regulations went into effect 18 years ago and it may be time for the P.D.R.B. to look at zoning to add protection to homeowners.

**JAIL MEDICAL DIRECTOR**

Assistant Administrator Hammond thanked County Attorney Novak for his hard work in getting the new Jail Medical Director contract signed with Dr. Pablo.

**E9-1-1 CONTRACT**

County Attorney Novak reported that the E9-1-1 Fairpoint Contract has been executed and returned and is now in place.

**PUBLIC RECORDS REQUEST POLICY**

County Attorney Novak recommended adoption of the Public Records Request Policy and form. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

**LOW INCOME POOL (L.I.P.)**

County Attorney Novak reported that he met with Marsha Player and Rex Buzzett of the Health Care Trust Board, stating that the L.I.P. agreement is executed and funding has been issued by the Clerk, and the new Low Income Pool amounts will be coming out in June or July for upcoming funding.

**COUNTY WIDE VOTING**

County Attorney Novak introduced Michael Spellman of Spellman & Sniffen Law Firm, stating that the Board previously approved to engage this firm for the preliminary review of the data compilation considering the motion to vacate the Consent Decree for Gulf County. Michael Spellman, of Spellman & Sniffen Law Firm appeared before the Board and discussed that the firm has retained two experts, Dr. Charles Bullock from the University of Georgia and Dr. Richard Gaddie from the University of Oklahoma, stating that they are specialists in voting rights act cases and especially Southern politics, and they will be working with him, County Attorney Novak, and the Supervisor of Elections Griffin to collect data for the past fifteen or twenty years on Local, State and Federal elections, population data, and voting trends that will be put into formulas so they are able to make opinions. He stated that this is important so that he can come back before the Board and present what the data has shown, to determine whether or not the County has grounds to go to Federal Court and move to either modify or dissolve the Consent Decree, stating that this is a Consent Decree that has been in place since June, 1986, and is in Federal Court in the Panama City division. Mr. Spellman discussed that once the data compilations are collected there will be options that will be available to the Board on how long it will take and how much it will cost (depends on opposition). Upon inquiry by Chairman Yeager, Mr. Spellman stated that it should take

between 2 to 4 months to get the data compiled, depending on the format of the data. Commissioner McLemore requested a meeting with Mr. Spellman and requested for County Attorney Novak to schedule.

### **EQUAL EMPLOYMENT OPPORTUNITY CLAIM**

Chief Administrator Butler reported that the County has an Equal Employment Opportunity claim, stating that the Labor Attorney has recommended for the County to agree to mediation for this claim. Commissioner McDaniel motioned to proceed with mediation. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

### **PROPERTY & CASUALTY INSURANCE – BID #1011-13**

Chief Administrator Butler reported that the County advertised to receive sealed bids for the Property & Casualty Insurance, stating that there were four bids received, and recommended to award bid #1011-13 to Preferred Governmental Insurance Trust (P.G.I.T.) (low bidder), in the amount of \$555,690.00 for a period of 18 months, and 6 months of this will be paid from this fiscal year budget and 12 months in the next fiscal year budget. Commissioner Smiley motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0). Assistant Administrator Hammond stated that the noticeable drop was not Property & Casualty, stating that Human Resource Director Manuel needs to be commended because the Workman Compensation has dropped drastically due to the safety programs she has enforced.

### **SAULS CREEK ROAD**

Chief Administrator Butler reported that he received a notice from the Northwest Florida Water Management District concerning the Sauls Creek Road, stating that they have issued an exemption to do the work on the Sauls Creek Road, with a contingency that the County meets with Garlick Environmental and N.W.F.W.M.D. on March 31, 2011 concerning this project.

### **PUBLIC WORKS BUILDING**

Chief Administrator Butler discussed a handout he presented to the Board concerning the work done on the Howard Creek site, stating that it will cost approximately \$148,839.00 to erect the building, \$5,000.00 to move the building to the current Public Works site, and the unpaid Retainage of \$8,198.00 will be the total cost to complete the construction of the Public Works building. Chairman Yeager discussed that we need the space and the building needs to be erected and suggested a motion to proceed. Clerk

Norris inquired if this will be bid out or a continuation of the current bid. Chairman Yeager reported that the County is still under contract with Cathey Construction. Commissioner Smiley motioned to proceed and erect the building at the current Public Works site. Commissioner McDaniel seconded the motion, and it passed 3 to 1, with Commissioner McLemore voting no.

#### **COUNTY COMMUNICATION TOWER – DIVISION OF FORESTRY**

Chief Administrator Butler reported that the Division of Forestry located at White City is requesting permission to place an antenna on the County tower located here at the Courthouse. He reported that he contacted Precision Communication concerning this issue and the going rate is \$1.00 per foot, stating that Division of Forestry needs approximately 200 feet, which would be \$200.00 per month plus approximately \$20.00 to \$50.00 per month for electricity and housing of the equipment. Chief Administrator Butler reported that there would have to be a wind load analysis performed on the tower, within the next 12 to 18 months it will have to be painted, tension the guide wires, have an electrical contractor check grounding, stating that it is continuously costing money, and recommended anyone that uses the tower charge \$1.00 per foot. Chairman Yeager discussed that everyone is facing cuts and the tax payers have to foot the bill, stating that he agrees with establishing a fee for use of the tower. Chief Administrator Butler recommended for the fee to be \$20.00 to \$50.00 a month for the electricity and \$1.00 per foot. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

#### **LANDS LANDING – BOAT RAMP GRANT**

Chief Administrator Butler reported that there is a deadline coming up next week for the boat ramp grants, stating if you miss the deadline the County will miss the opportunity to get the boat ramp grant. Commissioner McLemore discussed the need to apply for the grant and if the County receives the funding then use it for Lands Landing, stating that Lands Landing meets the criteria for the boat landing grant. Commissioner McLemore motioned to apply for the boat ramp improvement grant for Lands Landing. Commissioner McDaniel seconded the motion for discussion. Chairman Yeager reported that they have a draft lease for the Odena Landing with the St. Joe Company, but cannot meet the deadline for the grant funding. The motion then passed unanimously (4-0).

**SHERIFF'S DEPARTMENT CAR AUCTION**

Sheriff Nugent appeared before the Board and reported that they have 12 cars up for auction on March 28, 2011; located in the parking lot on the East side of the Courthouse.

**COMMUNICATION TOWER**

Sheriff Nugent stated that there are currently some Companies using the County tower that are not paying that need to be eliminated. He reported that he spoke with Fairpoint Communications and there are professional companies that will come in and check the grounding on these towers and suggested the County check into the possibility of a Company handling this. Chairman Yeager directed Chief Administrator to run with it.

**SMALL COUNTY GRANT**

Public Works Director Danford appeared before the Board and requested permission for the Chairman to sign the Small County Grant. Commissioner McLemore motioned to approve the request for the Chairman to sign the Small County Grant. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

**PUBLIC WORKS BUILDING**

Building Official Collinworth appeared before the Board and discussed the damages to the Public Works building and requested clarification on who is responsible. Chairman Yeager stated that he and Chief Administrator Butler discussed this and Building Official Collinworth will be the manager over this project.

**E9-1-1 TRI-COUNTY GRANT**

E9-1-1 Coordinator Guthrie appeared before the Board and requested permission for the Chairman to sign and execute the E9-1-1 Tri-County Display Map grant. Commissioner McLemore motioned to approve the request for the Chairman to sign the grant. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

**PREBLE-RISH, INC. – DONATION – WEWAHITCHKA SEARCH & RESCUE**

Ralph Rish of Preble-Rish, Inc. appeared before the Board and discussed that he has been in business for 20 years, stating that their mission has always been to return a portion of their profit to the community they serve, and they have given over \$200,000.00 to the communities in which they serve. He stated that they would like to present \$5,000.00 to the Wewahitchka Search & Rescue. Commissioner McDaniel presented a letter of appreciation to Preble-Rish, Inc. for the \$5,000.00 donation to the Wewahitchka Search & Rescue.

**DITCH LANDING**

Upon inquiry by Commissioner McLemore concerning Ditch Landing, County Attorney Novak reported that they have contacted the new owners requesting an easement of the parcels, stating that it is no longer under St. Joe Company control. He reported that they were agreeable to discuss this issue with the County, stating that since then there has been some vandalism and private theft from that road, and they would like to know what the County can do to prevent this from happening in the future. Commissioner McLemore stated that you cannot gate off a public road legally, stating that he does not want this to happen again, and he wants the road back. County Attorney Novak discussed that they have run into the problem of the distinction between private property and a public road, stating that there would have to be a new agreement between the County and the new owners. Assistant Administrator Hammond reported that in 2000, the County, in lieu of suing St. Joe Company, executed an agreement on some roads with St. Joe Company, stating that the question being, can the County still claim this agreement. Commissioner McLemore stated that the vandalism they are talking about is that the owners that leased the property built and moved a houseboat into Ditch Landing and they had to cut trees to get the houseboat in. County Attorney Novak stated that apparently a tractor that was used to clear this property disappeared from the property and the owners would like to know what the County can do to prevent this. Sheriff Nugent stated that this has not been reported to him. Commissioner McLemore stated that he instructed County Attorney Novak to legally research the County's rights on this issue. Chairman Yeager instructed Commissioner McLemore to work with County Attorney Novak on this issue and report back to the Board.

**DOC WHITFIELD ROAD**

Commissioner McLemore reported that at the intersection of Highway 71 and Doc Whitfield Road, approximately 300 feet on the North side is in need of repairs, and requested for the Board to consider budgeting \$10,000.00 for this project. Chairman Yeager reported that he has scheduled a Budget Committee meeting for March 28, 2011, and they will review.

**WEWAHITCHKA GIRLS SOFTBALL**

Commissioner McLemore invited the Commissioners and everyone to attend the Wewahitchka Girls opening day of softball at the Honeyville Community Center fields, stating that they have 103 girls playing.

**GIRLS SOFTBALL TOURNAMENT**

Commissioner McLemore reported that there is going to be a girl's softball district tournament in mid June at the Honeyville Park, stating that there will be approximately 20 to 30 teams in the County for one week.

**WASHINGTON GYM**

Chief Administrator Butler discussed that he and Commissioner Smiley have been working on the issue with the Washington Gym, stating that Commissioner Smiley has found some assistance from the Workforce Board to staff and pay for someone to work at the gym and the possibility of the Downtown Redevelopment Agency (D.R.A.) contributing. He stated in order to tie it over until grant funds are received they need approximately \$10,000.00, and recommended to pay this from the timber sale funds, stating that this is a onetime request, not something annually. Upon inquiry by Chairman Yeager, Commissioner Smiley stated that the Washington Improvement Board is working with Workforce Development to get it up and running, stating that the Workforce Board is funding three days out of the week. Chief Administrator Butler reported that the Washington Improvement Board will be running the facility and funds will be handled through them. Upon inquiry by Commissioner McDaniel concerning the City of Port St. Joe contributing, Commissioner Smiley stated that the City has not committed. Commissioner Smiley motioned to pay the \$10,000.00 to the Washington Improvement Board for the Washington Gym from the timber sale funds. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

**TIPPING FEE WAIVER – ROLLINS**

Commissioner McDaniel discussed pages 20-21 of the Information Packet, stating that a home burned in White City and the family is requesting for the tipping fees to be waived at the landfill. Commissioner McDaniel motioned to approve this request to waive the tipping fees. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

**COUNTY ROAD 386 – STRIPPING**

Upon inquiry by Commissioner McDaniel, Chief Administrator Butler reported that we received a response from D.O.T. concerning the application submitted, and the application meets the criteria for the safety money applied for, in the amount of \$300,000.00 plus, stating that it is in line when the funding is available.

**STREET LIGHTS**

Commissioner McDaniel discussed that he has been receiving calls concerning the boat landing at Gaskin Park, stating that the meter has been turned off, but it also has the wrong kind of lights (6 spot lights); stating it would be more adequate using three flood lights and would be less expensive. Upon inquiry by Commissioner McLemore concerning the number of lights and there location, Commissioner McDaniel stated that the meter is turned off on the six spot lights and the lights are burning are not on the water at the boat ramp. Commissioner McLemore suggested keeping only the two lights on at the boat ramp, stating that he will check on this issue. Commissioner McDaniel stated that one may need to be added along the walkway. <Clerk Norris left the meeting at 7:20 p.m.>

**TELEVISED BOARD MEETINGS**

Commissioner McDaniel reported that there is still a problem with televising the Board meetings in the Wewahitchka area. T.D.C. Director Kerigan appeared before the Board and stated that the new equipment is in and will be installed tomorrow which will eliminate this problem.

**BARKETINE SHIP – JETTY PARK**

T.D.C. Director Kerigan reported that the Barketine Ship located at Jetty Park will depart tomorrow, stating that it will power off at 11:00 a.m., and put full sails up and set sail at 12:00 p.m. He reported that they have had over 10,000 people to view the ship since it has been in Port St. Joe.

**STREET LIGHTS**

Chairman Yeager recommended that the street lights provided by the County be placed only at the parks, boat ramps, and dangerous intersections. Commissioner Smiley motioned to approve this recommendation. Commissioner McDaniel seconded the motion and it passed 3 to 1, with Commissioner McLemore voting no.

**GULF TO BAY VETERANS PARKWAY**

Chairman Yeager reported that there are some people wanting to honor our Veterans', and have requested to name Highway 22 from Highway 71 in Wewahitchka to Highway 98 in Panama City the Gulf to Bay Veterans' Parkway. County Attorney Novak stated that he will have a resolution ready to present at the next meeting on this issue. Commissioner McLemore motioned to proceed with the resolution. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

**THIRTY ACRE SITE – HOWARD CREEK**

Chairman Yeager reported that he and Chief Administrator Butler, at the direction of the Board on behalf of the Rifle Club, met with the Water Management District to discuss the 30 acre site on the Howard Creek road, stating that the County has received clearance from the Water Management District concerning the storm water issues. Chairman Yeager recommended advertising for R.F.P.'s for the sale of the 30 acres located on the Howard Creek Road. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion for discussion. Upon inquiry by Commissioner McDaniel concerning the dirt removal, Chairman Yeager stated that the majority of the dirt will be removed. Commissioner McDaniel requested some dirt be reserved for the Sauls Creek site. The motion then passed unanimously (4-0).

**RESOLUTION #2011-06 – LANDS LANDING**

Chief Administrator Butler recommended that the Board adopt a resolution for the grant funding at Lands Landing. Commissioner McLemore motioned to adopt the proposed resolution. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0) as follows:

**RESOLUTION NO. 2011-06****AUTHORIZING THE FILING OF AN APPLICATION WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR A FLORIDA BOATING IMPROVEMENT GRANT TO REPAIR THE LANDS LANDING BOAT RAMP.**

**WHEREAS**, the Gulf County Board of County Commissioners desires to increase and enhance access for boaters in Gulf County; and

**WHEREAS**, the Gulf County Board of County Commissioners has agreed to pursue the grant process to enhance boating facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Gulf County Board of County Commissioners that the County Grant Writer hereby be authorized to execute and file an application on behalf of the County of Gulf with the Florida Fish and Wildlife Conservation Commission for a grant to renovate the Lands Landing Boat Ramp to increase mooring capacity and access for boaters.

**APPROVED** this 22<sup>nd</sup> day of March, 2011.

(End)

**PORT ST. JOE PORT AUTHORITY / ECONOMIC DEVELOPMENT REVOLVING  
LOAN REQUEST**

Johanna White, Chair of the Port St. Joe Port Authority appeared before the Board and requested the County consider extending the \$200,000.00 Economic Development revolving loan to the Port Authority, stating that the Port is going to be an economic engine for this County and surrounding Counties. Upon inquiry by Commissioner McLemore concerning pay back of the loan, Mrs. White discussed that they fill that there is a source coming. Tommy Pitts, Executive Director of the Port St. Joe Port Authority appeared before the Board and gave an update on the Port Authority process. Chairman Yeager recommended for the Port Authority to work with County Staff on this process. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously (4-0). On behalf of the Port Authority, Johanna White thanked the Board for their extended efforts in promoting the Port.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 7:45 p.m., E.T.

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

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

# Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com  
A Division of Chamber Insurance Agency Services, LLC

April 4, 2011

Alan Florez  
Risk Management Associates Inc DBA  
Public Risk Insurance Agency  
PO Box 2416  
Daytona Beach, FL 32115-

Re: Broker of Record Letter Received  
Chartis TankGuard® Program  
Insured: Gulf County Board of Commissioners

Policy Number: FPL003776671  
Policy Period: 4/21/10 - 4/21/11  
Effective Date of BOR: 4/04/11

Dear Alan:

Thank you for the Broker of Record letter, dated 4/04/11, appointing Risk Management Associates Inc DBA as the exclusive broker for the above referenced insured.

Should you have any questions or need any additional information please feel free to contact us.

Very truly yours,  
POLICY MANAGERS®



Carolina El Hayek  
Account Executive  
celhayek@policymanagers.com

FILED FOR RECORD  
RECEIVED  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2011 APR - 6 AM 11:01

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 4/12/11 **20**

# Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com  
A Division of Chamber Insurance Agency Services, LLC

April 4, 2011

Gulf County Board of Commissioners  
1000 Cecil G Costin Blvd  
Port St. Joe, FL 32456

## IMPORTANT RENEWAL NOTICE

Re: Chartis TankGuard® Program  
Policy Number: FPL003776671  
Expiration Date: 4/21/11

Dear Insured:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Risk Management Associates Inc DBA  
Public Risk Insurance Agency  
PO Box 2416  
Daytona Beach, FL 32115-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not received the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

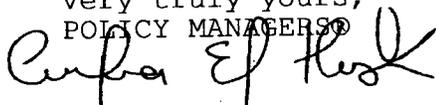
State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

Gulf County Board of Commissioners  
April 4, 2011  
Page 2

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,  
POLICY MANAGERS®



Carolina El Hayek  
Account Executive  
celhayek@policymanagers.com

cc: Alan Florez  
Risk Management Associates Inc DBA  
Public Risk Insurance Agency  
PO Box 2416  
Daytona Beach, FL 32115-

# CHARTIS

## Storage Tank Third Party Liability TankGuard® Renewal Warranty

**NAMED INSURED:** Gulf County Board of Commissioners  
**INSURER:** Commerce and Industry Insurance Company  
**POLICY NUMBER:** FPL003776671  
**POLICY PERIOD:** 4/21/11 to 04/21/12

**The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:**

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

**If insured would like an indication for higher limits, please indicate.**

**LIMITS DESIRED:** (each incident/aggregate)

\$1 million/\$1 million  \$1 million/\$2 million  \$2 million/\$2 million  OTHER: \_\_\_\_\_

**DEDUCTIBLE DESIRED:** (each incident)

\$5,000  \$10,000  \$25,000  \$50,000  \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.

# CHARTIS

## Renewal Warranty Acknowledgement

APPLICANT: \_\_\_\_\_ (Signature)      BROKER: \_\_\_\_\_ (Firm)  
 Gulf County Board of Commissioners      PO Box 2416  
 DAYTONA BEACH, FL 32115-  
 APPLICANT: \_\_\_\_\_ (Print Name)      \_\_\_\_\_ (Street Mailing Address)  
 Alan Florez  
 DATE: \_\_\_\_\_ (Contact Person)  
 \_\_\_\_\_  
 - (Phone #, Fax #, Email Address)  
 \_\_\_\_\_  
 (Signature of Broker or Agent)  
 L018706  
 \_\_\_\_\_ (License Number and State)  
 0592445801  
 \_\_\_\_\_ (Tax I.D. #)

**Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully complete renewal application within thirty (30) days of the policy expiration date. Please visit our website [www.policymanagers.com](http://www.policymanagers.com) to download the application.**

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO ARKANSAS AND NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES

# CHARTIS

INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**NOTICE TO LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS: 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 IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE AND VIRGINIA APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

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

**Towan Kopinsky, Grant Writer/Administrator**

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: APRIL 5, 2011**  
**TOPIC: CAPE SAN BLAS BIKE PATH, PHASE III CONSTRUCTION  
BID #1011-16**

-----  
By this memo, I am requesting that the Board award Bid #1011-16 (for construction of Phase III of the Cape San Blas Bike Path) to low bidder C. W. Roberts Contracting, in the amount of \$1,297,659.59. The bid is well within the limits of the grant amount, and I have attached the bid tab sheet and a recommendation letter from our C.E.I. for this project.

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

FILED FOR RECORD  
REBECCA L. HARRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2011 APR - 6 AM 10: 51

CONSENT  
DATE: 4/12/11 LL

# BID TABULATION SHEET

**BID #1011-16**

**PROJECT: Construction of Phase III of the Cape Bike  
Path Project at Cape San Blas**

COMPANY NAME	Base Bid	Alternate #1	Alternate #2
Anderson Columbia Co., Inc	\$ 1,468,466.30		
Triangle Construction Rd. Bldg., Inc.	\$ 1,500,863.26		
C.W.Roberts Contracting, Inc.	\$ 1,297,659.59		
GAC Contractors	\$ 1,551,638.00		

*Kew Summers*      3/28/11      \_\_\_\_\_  
 Deputy Clerk      Date

*Dawn Parier*      3/28/11      \_\_\_\_\_  
 BCC Representative      Date

**Towan Kopinsky**

---

**From:** Wood, Harry L [Harry.Wood@atkinsglobal.com]  
**Sent:** Tuesday, April 05, 2011 9:06 AM  
**To:** tkopinsky@gulfcounty-fl.gov  
**Cc:** McClure, Jerry D  
**Subject:** Cape Bike Path Bid Document Review  
**Attachments:** Bid Comparison.xlsx

Ms. Kopinsky,  
Attached is the bid tabulation and comparison. I have reviewed the documents and discussed with the contractor. I recommend  
awrd to the low bidder C.W. Roberts. Please let me know if you have any questions.

**Harry L. Wood**  
Associate Vice President/Group Manager

**ATKINS**

2639 North Monroe Street, Building C, Tallahassee, Florida, 32303 | Tel: +1 (850) 575 1800 | Fax: +1 (850) 575 0105 | Cell: +1 (850) 596 7392 | Email:  
[harry.wood@atkinsglobal.com](mailto:harry.wood@atkinsglobal.com) | Web: [www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica) [www.atkinsglobal.com](http://www.atkinsglobal.com)

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Consider the environment. Please don't print this email unless you really need to.

Item Number:		Quantity		Unit		CWR			Anderson-Columbia			Triangle Construction			GAC		
						BID UNIT PRICE	BID PRICE		BID UNIT PRICE	BID PRICE		BID UNIT PRICE	BID PRICE		BID UNIT PRICE	BID PRICE	
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 14,282.38	\$ 14,282.38	\$ 37,275.00	\$ 37,275.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
2	Bonds and Insurance	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 13,342.82	\$ 13,342.82	\$ 12,075.00	\$ 12,075.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
3	Maint of Traffic	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 74,474.30	\$ 74,474.30	\$ 47,250.00	\$ 47,250.00	\$ 13,560.00	\$ 13,560.00	\$ 13,560.00	\$ 13,560.00	\$ 13,560.00	\$ 13,560.00	\$ 13,560.00	\$ 13,560.00
4	Const Layout	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 17,000.00	\$ 17,000.00	\$ 3,675.00	\$ 3,675.00	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00
5	Record Drawings	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 25,100.00	\$ 25,100.00	\$ 9,740.00	\$ 9,740.00	\$ 23,300.00	\$ 23,300.00	\$ 23,300.00	\$ 23,300.00	\$ 23,300.00	\$ 23,300.00	\$ 23,300.00	\$ 23,300.00
6	NPDES Permit	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 598.28	\$ 598.28	\$ 1,575.00	\$ 1,575.00	\$ 4,833.00	\$ 4,833.00	\$ 4,833.00	\$ 4,833.00	\$ 4,833.00	\$ 4,833.00	\$ 4,833.00	\$ 4,833.00
7	Clear and Grub	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 13,431.24	\$ 13,431.24	\$ 35,550.00	\$ 35,550.00	\$ 24,954.80	\$ 24,954.80	\$ 24,954.80	\$ 24,954.80	\$ 24,954.80	\$ 24,954.80	\$ 24,954.80	\$ 24,954.80
8	SP 9.5 Asphalt	2142	TN	\$ 93.00	\$ 199,206.00	\$ 96.36	\$ 206,403.12	\$ 105.19	\$ 225,316.98	\$ 112.27	\$ 240,482.34	\$ 112.27	\$ 240,482.34	\$ 112.27	\$ 240,482.34	\$ 112.27	\$ 240,482.34
9	OBG 5	26251	SY	\$ 10.25	\$ 269,072.75	\$ 12.01	\$ 315,274.51	\$ 10.91	\$ 286,398.41	\$ 10.39	\$ 272,747.89	\$ 10.39	\$ 272,747.89	\$ 10.39	\$ 272,747.89	\$ 10.39	\$ 272,747.89
10	Type B Stab	28229	SY	\$ 3.00	\$ 84,687.00	\$ 8.55	\$ 241,357.95	\$ 6.14	\$ 173,326.06	\$ 7.03	\$ 198,449.87	\$ 7.03	\$ 198,449.87	\$ 7.03	\$ 198,449.87	\$ 7.03	\$ 198,449.87
11	Skip Thermoplastic	26233	LF	\$ 0.68	\$ 17,838.44	\$ 1.80	\$ 47,219.40	\$ 1.42	\$ 37,250.86	\$ 0.66	\$ 17,313.78	\$ 0.66	\$ 17,313.78	\$ 0.66	\$ 17,313.78	\$ 0.66	\$ 17,313.78
12	Thermo Crosswalk	2	EA	\$ 1,080.00	\$ 2,160.00	\$ 484.61	\$ 969.22	\$ 363.00	\$ 726.00	\$ 633.22	\$ 1,266.44	\$ 633.22	\$ 1,266.44	\$ 633.22	\$ 1,266.44	\$ 633.22	\$ 1,266.44
13	Detectable Warnings	4	EA	\$ 500.00	\$ 2,000.00	\$ 771.56	\$ 3,086.24	\$ 761.25	\$ 3,045.00	\$ 267.66	\$ 1,070.64	\$ 267.66	\$ 1,070.64	\$ 267.66	\$ 1,070.64	\$ 267.66	\$ 1,070.64
14	Const Fence	1691	LF	\$ 5.00	\$ 8,455.00	\$ 2.82	\$ 4,768.62	\$ 1.84	\$ 3,111.44	\$ 2.11	\$ 3,568.01	\$ 2.11	\$ 3,568.01	\$ 2.11	\$ 3,568.01	\$ 2.11	\$ 3,568.01
15	Regular Excavation	1000	CY	\$ 3.00	\$ 3,000.00	\$ 9.72	\$ 9,720.00	\$ 10.24	\$ 10,240.00	\$ 7.82	\$ 7,820.00	\$ 7.82	\$ 7,820.00	\$ 7.82	\$ 7,820.00	\$ 7.82	\$ 7,820.00
16	Borrow	15369	CY	\$ 8.50	\$ 130,636.50	\$ 9.41	\$ 144,622.29	\$ 9.98	\$ 153,382.62	\$ 9.57	\$ 147,081.33	\$ 9.57	\$ 147,081.33	\$ 9.57	\$ 147,081.33	\$ 9.57	\$ 147,081.33
17	Stop Signs	2	EA	\$ 250.00	\$ 500.00	\$ 299.14	\$ 598.28	\$ 315.00	\$ 630.00	\$ 212.89	\$ 425.78	\$ 212.89	\$ 425.78	\$ 212.89	\$ 425.78	\$ 212.89	\$ 425.78
18	Relocate Mailboxes	21	EA	\$ 150.00	\$ 3,150.00	\$ 119.65	\$ 2,512.65	\$ 52.50	\$ 1,102.50	\$ 60.14	\$ 1,262.94	\$ 60.14	\$ 1,262.94	\$ 60.14	\$ 1,262.94	\$ 60.14	\$ 1,262.94
19	Relocate Signs	15	EA	\$ 250.00	\$ 3,750.00	\$ 17.94	\$ 269.10	\$ 52.50	\$ 787.50	\$ 60.14	\$ 902.10	\$ 60.14	\$ 902.10	\$ 60.14	\$ 902.10	\$ 60.14	\$ 902.10
20	Relocate Fire Hydrant	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 2,991.40	\$ 8,974.20	\$ 3,675.00	\$ 11,025.00	\$ 1,156.94	\$ 3,470.82	\$ 1,156.94	\$ 3,470.82	\$ 1,156.94	\$ 3,470.82	\$ 1,156.94	\$ 3,470.82
21	Gravity Wall	750	LF	\$ 160.00	\$ 120,000.00	\$ 191.44	\$ 143,580.00	\$ 147.58	\$ 110,685.00	\$ 330.69	\$ 248,017.50	\$ 330.69	\$ 248,017.50	\$ 330.69	\$ 248,017.50	\$ 330.69	\$ 248,017.50
22	Conc Driveway	10	CY	\$ 125.00	\$ 1,250.00	\$ 855.24	\$ 8,552.40	\$ 367.50	\$ 3,675.00	\$ 327.10	\$ 3,271.00	\$ 327.10	\$ 3,271.00	\$ 327.10	\$ 3,271.00	\$ 327.10	\$ 3,271.00
23	Silt Fence	8566	LF	\$ 1.10	\$ 9,422.60	\$ 1.15	\$ 9,850.90	\$ 1.60	\$ 13,705.60	\$ 0.90	\$ 7,709.40	\$ 0.90	\$ 7,709.40	\$ 0.90	\$ 7,709.40	\$ 0.90	\$ 7,709.40
24	Sod	42391	SY	\$ 4.30	\$ 182,281.30	\$ 5.99	\$ 253,922.09	\$ 5.68	\$ 240,780.88	\$ 5.38	\$ 228,063.58	\$ 5.38	\$ 228,063.58	\$ 5.38	\$ 228,063.58	\$ 5.38	\$ 228,063.58
25	Sand Dune Stabilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,162.15	\$ 13,162.15	\$ 13,500.00	\$ 13,500.00	\$ 8,701.32	\$ 8,701.32	\$ 8,701.32	\$ 8,701.32	\$ 8,701.32	\$ 8,701.32	\$ 8,701.32	\$ 8,701.32
26	24" Pipe Exten	112	LF	\$ 55.00	\$ 6,160.00	\$ 166.21	\$ 18,615.52	\$ 43.60	\$ 4,883.20	\$ 43.14	\$ 4,831.68	\$ 43.14	\$ 4,831.68	\$ 43.14	\$ 4,831.68	\$ 43.14	\$ 4,831.68
27	Conc Endwall	20	CY	\$ 1,300.00	\$ 26,000.00	\$ 910.98	\$ 18,219.60	\$ 473.00	\$ 9,460.00	\$ 694.61	\$ 13,892.20	\$ 694.61	\$ 13,892.20	\$ 694.61	\$ 13,892.20	\$ 694.61	\$ 13,892.20
28	18" RCP	602	LF	\$ 45.00	\$ 27,090.00	\$ 52.47	\$ 31,586.94	\$ 33.10	\$ 19,926.20	\$ 26.17	\$ 15,754.34	\$ 26.17	\$ 15,754.34	\$ 26.17	\$ 15,754.34	\$ 26.17	\$ 15,754.34
29	MES	30	EA	\$ 900.00	\$ 27,000.00	\$ 899.07	\$ 26,972.10	\$ 850.50	\$ 25,515.00	\$ 776.25	\$ 23,287.50	\$ 776.25	\$ 23,287.50	\$ 776.25	\$ 23,287.50	\$ 776.25	\$ 23,287.50
30	Utility Relocations	1	LS	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 5,250.00	\$ 5,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
							\$ 1,568,466.30		\$ 1,500,863.25		\$ 1,551,638.26		\$ 1,551,638.26		\$ 1,551,638.26		\$ 1,551,638.26

CWR was apparent low bidder, +13% under Triangle Const. 2 items stand out: Type B Stabilization and Sod. CWR was over 50% lower than Triangle on Type B and 25% lower on sod. CWR was 65% lower than Anderson and 57% lower than GAC on the Type B. On the sodding, CWR was 28% lower than Anderson and 20% lower than GAC.

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE: (850) 229-6111/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: DON BUTLER *DB*

SUBJECT: BEACH TILLING SERVICES BID #1011-18

DATE: APRIL 5, 2011

Recommendation is to award the attached bid to the low bidder, Coastal Parasail, Inc.

Thank you.

2011 APR - 6 AM 10: 51  
CLERK OF COUNTY COURT  
GULF COUNTY, FLORIDA

BCC APPROVED

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 4/12/11 LL

# BID TABULATION SHEET

BID #1011-18

PROJECT: Beach Tilling Services

COMPANY NAME	Base Bid	Alternate #1	Alternate #2
Coastal Parasail, Inc.	\$ 21,000.00		
Costley Construction	\$ 22,500.00	Bid taken to Adm. NOT TO CLERK.	

Deputy Clerk Pain Summers Date 3/5/11

BCC Representative Dynn Davis Date 3/21/11

BID FORM

2011 Beach Tilling Services

We have reviewed the specifications for this contract and can comply with all requirements therein. If selected by Gulf County, we shall provide the required and specified services for the sum of; \$21,000.00.

The following companies may be contacted for references:  
(List Company, contact name, and telephone number)

Reference 1: Panama City Beach Tourist Development- Contact Marsha Bush (850)233-5070

Reference 2: Gulf County Commission- Contact Don Butler (850) 229-6111

Reference 3: GAC Contractors, Inc. - Contact Derwin R. White (850) 769-3477

This bid is in effect for 60 days following bid opening.

COMPANY: Coastal Parasail, Inc.

Owner/Manager: Adris Pender

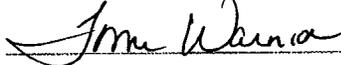
Business License #: 12-0000-5598

Address: PO Box 18671 Panama City Beach, FL 32417

Telephone: (850) 527-6335 (850) 235-0009

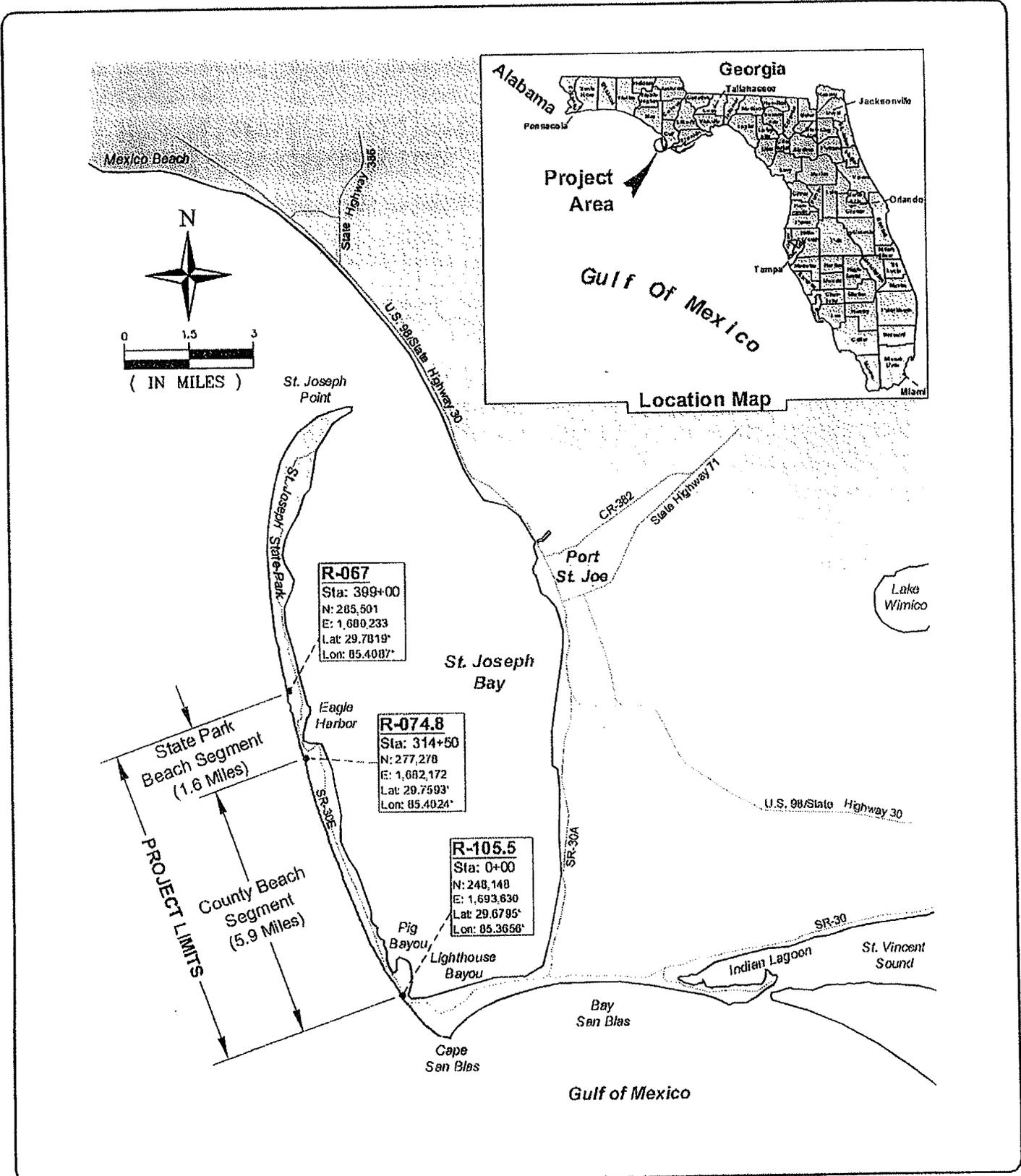
**I have visited the site and am familiar with all aspects of the work which could affect performance.**

Signature:  Date: 3/17/11

Witness:  Date: 3/17/11

**Gulf County Beach Tilling Specifications – St. Joseph Peninsula, FL  
St. Joseph Peninsula Erosion Control Project**

1. The Contractor shall furnish all plant, labor, equipment, supplies, and material, and shall perform all operations in connection with the tilling of the beach along portions of the St. Joseph Peninsula shorelines (map attached). The dry beach shall be tilled to a depth of at least 36 inches so as to penetrate and loosen beach sand (a) to 36 inches below the surface, and (b) laterally without leaving unloosened compact sand between the adjacent paths of tilling tines. The beach shall be tilled between the seaward toe of the dune, vegetation line, or existing structures such as, but not limited to, dune walkovers, beach access mats, sand fencing, bulkheads, seawalls, revetments, (whichever is furthest seaward) and the existing escarpment line. Where no escarpment line is present, tilling shall extend to the landward limit of the wrack or seaweed line. Tilling shall include the top of existing escarpments at the limit of the swash zone so as to lessen or eliminate the escarpments. Existing escarpments that exceed 18 inches in height for a distance of 100-feet or more shall be leveled to approximate natural beach grades.
2. At no point shall existing vegetation be impacted by tilling operations. Care shall be taken to avoid any colonizing species in existence within the approved tilling area.
3. The shoreline area to be tilled is (see Figure 1): approximately 39,600 alongshore feet of the Gulf of Mexico shoreline, from DEP Reference Monument 67 to 105). The dry beach along this reach of shoreline varies in width from less than 75 feet to 200 feet, more or less (estimated at 80 acres). A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, a pipe, beam, chain-link fencing, or other material shall be dragged over all tilled areas.
4. The work shall be completed between **April 1 and 29, 2011**.
5. All areas to be tilled shall be accessed either through the Stumphole beach access or Dunes Drive. Once equipment is on the beach, all areas to be tilled are accessible by alongshore transit. Access to the beach shall be coordinated with the County.
6. The Contractor shall notify Gulf County at least 48 hours (2 business days) prior to commencing work on the beach, and shall indicate those days and locations where tilling activity is anticipated. The Contractor shall meet with County representatives prior to commencing tilling to discuss the physical limits, beach access areas, details of the proposed work schedule, and other aspects of work.
7. It is the Contractor's responsibility to operate the tilling equipment safely and to adequately protect the public and others using the beach. The Contractor is advised that the work may most likely occur during a period of heavy beach use (i.e. Spring Break). The Contractor may perform the work during night-time hours, provided the tilling equipment has adequate safety lighting and is preceded by an attendant (on lighted ATV or similar).
8. The Contractor is responsible for obtaining all necessary licenses to conduct the work in Florida.
9. The Contractor shall provide proof of general liability insurance to a minimum level of \$1,000,000.00 and Workman's Compensation and Employer's Liability coverage. Such insurance shall name Gulf County Board of County Commissioners as an additional insured.
10. Acceptance through inspection of the work will be performed by the County or their delegated representative.



**R-067**  
 Sta: 389+00  
 N: 285,501  
 E: 1,680,233  
 Lat: 29.7819°  
 Lon: 85.4087°

**R-074.8**  
 Sta: 314+50  
 N: 277,278  
 E: 1,682,172  
 Lat: 29.7593°  
 Lon: 85.4024°

**R-105.5**  
 Sta: 0+00  
 N: 248,148  
 E: 1,693,630  
 Lat: 29.6795°  
 Lon: 85.3656°

**mrd** 543 Harbor Boulevard, Suite 204  
 Destin, Florida 32541  
 Certification of Authorization Number 9482  
 850.654.1555 (local) • 850.654.0550 (toll free)  
 www.mrd-a-associates.com

**LOCATION MAP**  
 St. Joseph Peninsula - 2011 Beach Tilling

Gulf County Board of County Commissioners  
 1000 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida, 32456

Michael R. Dombrowski, P.E.  
 Florida P.E. Number 55253

Date: February 25, 2011

Sheet Rev Date:

PROJECT NUMBER <b>10-210.12</b>	SHEET NUMBER <b>1</b>
------------------------------------	--------------------------

Map/Drawn Based on Project 030-210.12 SJP DFWA Drawings SUSTWQ Response 030906-15 USFWS Bureau of Reptiles

BID FORM

2011 Beach Tilling Services

We have reviewed the specifications for this contract and can comply with all requirements therein. If selected by Gulf County, we shall provide the required and specified services for the sum of; \$ 22,500.

The following companies may be contacted for references:  
(List Company, contact name, and telephone number)

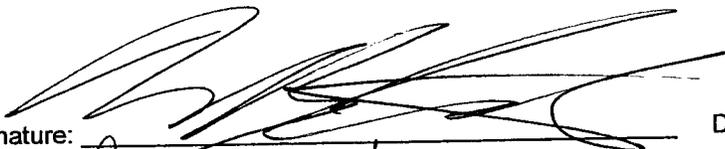
Reference 1: Gulf Co. BOCC, Don Butler, 850-229-6111

Reference 2: City of Calhoun, Judy White, 850-871-6000

Reference 3: City of Panama City, Mike Kazunas, 850-872-3015

This bid is in effect for 60 days following bid opening.

COMPANY: Cathey Construction & Dev.  
Owner/Manager: William B. Cathey, Pres.  
Business License #: CGC 061971  
Address: PO Box 13107, Mexico Beach FL  
Telephone: 850-648-5100

Signature:  Date: 3-17-11  
Witness: Cecilia Anderson Date: 3-17-11

Note: Includes Additional Costs for Public Notice and Beach Access community outreach.

opened 3/21/11  
@ 10:07 a.m. #5  
35



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **36**  
03/16/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coastal Community Ins Agcy PCB 12129 Panama City Beach Pkwy Panama City Beach, FL 32407 Anthony DuBose	850-230-0800	<b>CONTACT NAME:</b> _____	<b>PHONE (A/C, No, Ext):</b> 850-230-0992	<b>FAX (A/C, No):</b> _____
	<b>INSURED</b> Coastal Parasail, Inc. C/O ADRIS PENDER P.O. BOX 18671 PANAMA CITY BEACH, FL 32417		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Essex Insurance Co.</b> INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

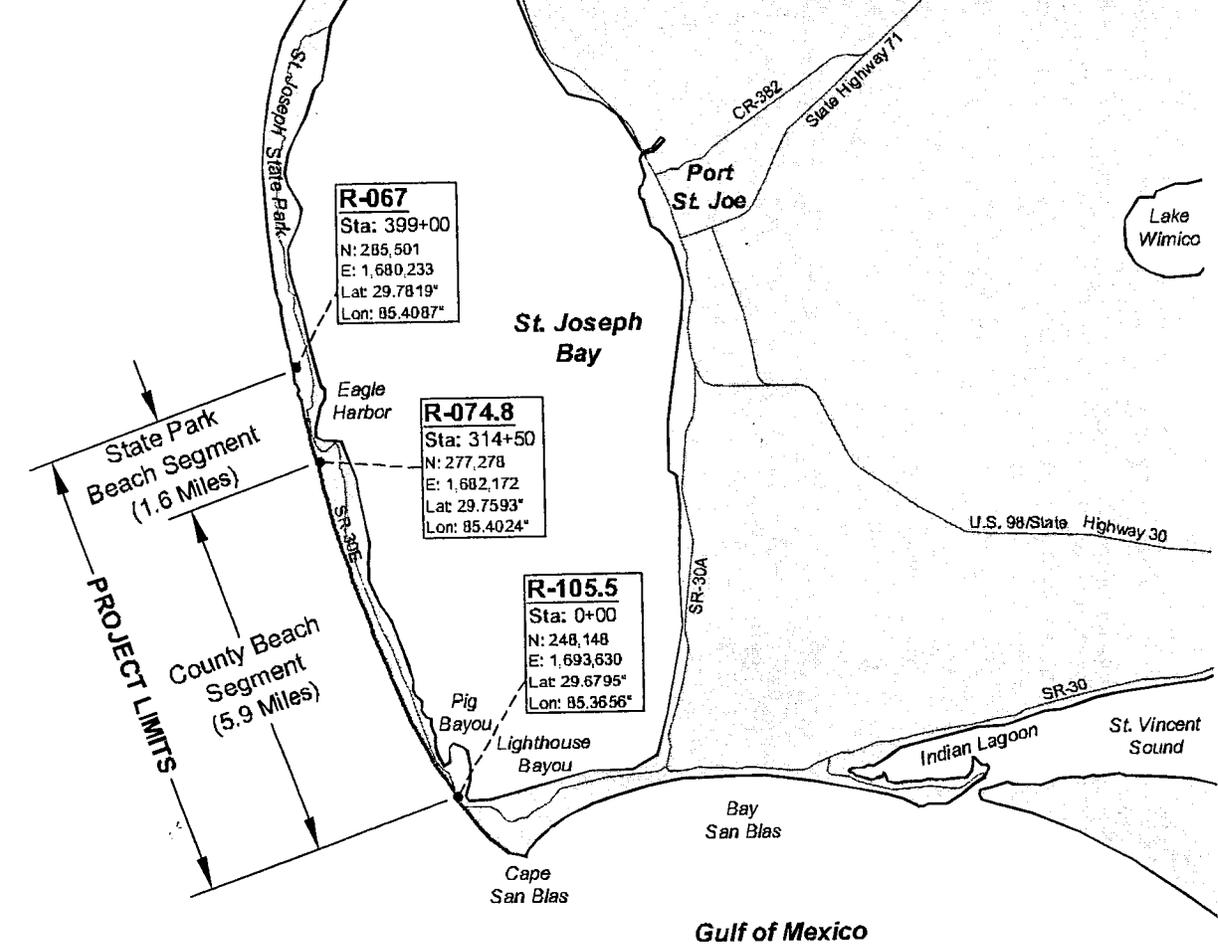
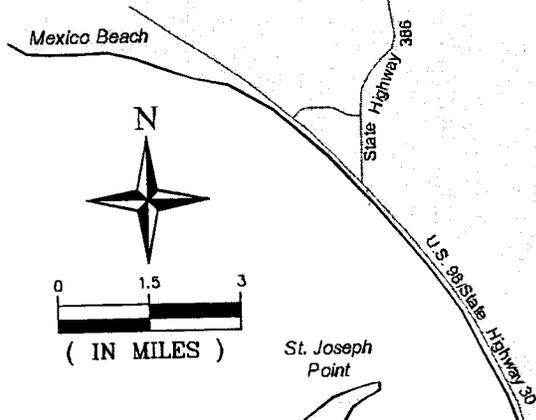
INSR LTR	TYPE OF INSURANCE	ADD'L SUOR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3DD0863	05/07/10	05/07/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 50,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AOD \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Information only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**Gulf County Beach Tilling Specifications – St. Joseph Peninsula, FL  
St. Joseph Peninsula Erosion Control Project**

1. The Contractor shall furnish all plant, labor, equipment, supplies, and material, and shall perform all operations in connection with the tilling of the beach along portions of the St. Joseph Peninsula shorelines (map attached). The dry beach shall be tilled to a depth of at least 36 inches so as to penetrate and loosen beach sand (a) to 36 inches below the surface, and (b) laterally without leaving unloosened compact sand between the adjacent paths of tilling tines. The beach shall be tilled between the seaward toe of the dune, vegetation line, or existing structures such as, but not limited to, dune walkovers, beach access mats, sand fencing, bulkheads, seawalls, revetments, (whichever is furthest seaward) and the existing escarpment line. Where no escarpment line is present, tilling shall extend to the landward limit of the wrack or seaweed line. Tilling shall include the top of existing escarpments at the limit of the swash zone so as to lessen or eliminate the escarpments. Existing escarpments that exceed 18 inches in height for a distance of 100-feet or more shall be leveled to approximate natural beach grades.
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10. Acceptance through inspection of the work will be performed by the County or their delegated representative.



**R-067**  
 Sta: 399+00  
 N: 285,501  
 E: 1,680,233  
 Lat: 29.7819°  
 Lon: 85.4087°

**R-074.8**  
 Sta: 314+50  
 N: 277,278  
 E: 1,682,172  
 Lat: 29.7593°  
 Lon: 85.4024°

**R-105.5**  
 Sta: 0+00  
 N: 248,148  
 E: 1,693,830  
 Lat: 29.6795°  
 Lon: 85.3656°

**mrd** 543 Harbor Boulevard, Suite 204  
 Destin, Florida 32541  
 Certification of Authorization Number 9482  
 850.654.1555 (Voice) • 850.654.0550 (Fax)  
 www.mrd-associates.com

**LOCATION MAP**  
 St. Joseph Peninsula - 2011 Beach Tilling  
 Gulf County Board of County Commissioners  
 1000 Cecil G. Costin, Sr. Boulevard, Port St. Joe, Florida, 32456

Michael R. Dombrowski, P.E.  
 Florida P.E. Number 55255  
 Date: February 25, 2011  
 Sheet Rev Date:  
 PROJECT NUMBER  
**10-210.12**  
 SHEET NUMBER  
**1**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MAJA

DATE (MM/DD/YY)  
**39**  
11/12/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER <b>Marks Insurance Agency, Inc.</b> Apalachicola Office P.O. Box 129 Apalachicola, FL 32329-0129	850-653-2161	CONTACT NAME: <b>Chuck Marks</b>
	850-653-8946	PHONE (A/C, No, Ext): <b>850-653-2161</b> FAX (A/C, No): <b>850-653-8946</b>
		E-MAIL ADDRESS: <b>jayme@marksinsurance.com</b>
		PRODUCER CUSTOMER ID #: <b>CATHE-2</b>
		INSURER(S) AFFORDING COVERAGE
		INSURER A: <b>Southern Owners Insurance Comp</b> NAIC # <b>10190</b>
		INSURER B: <b>Owners Insurance Company</b> NAIC # <b>32700</b>
		INSURER C: <b>MAICO</b>
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			78255023	05/17/10	05/17/11	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>2,000,000</b>
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			47328391	05/22/10	05/22/11	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
B	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS						\$
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4746682208	05/17/10	05/17/11	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>1,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1251461Y	05/20/10	05/20/11	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**FOR**

**ST. JOSEPH PENINSULA BEACH RESTORATION**

**2011 BEACH TILLING**



**GULF COUNTY BOARD OF COUNTY COMMISSIONERS**  
1000 Cecil G. Costin, Sr. Boulevard  
Port St. Joe, Florida 32456  
(850) 229-6111

March 24, 2011

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

2011 APR - 1 AM 9:06

FILED FOR RECORD  
FEDERAL RECORDS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA

CONSENT **40**  
DATE 4/6/11 LL

**AGREEMENT**

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## AGREEMENT

### BETWEEN GULF COUNTY BOARD OF COUNTY COMMISSIONERS OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the **GULF COUNTY BOARD OF COUNTY COMMISSIONERS**  
("OWNER")

and Coastal Parasail, Inc.

("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work consist of the tilling of St. Joseph Peninsula between DEP Monuments R-68 and R-105 (80 acres) between the wrack line and the seaward edge of the dune avoiding all vegetated areas 3 square feet or greater. The area shall be tilled to a depth of 36 inches and all ruts and divots shall be smoothed to the natural contours. Any existing escarpments greater in 18 inches in height and extend for more than 100 feet shall also be smoothed and regraded to natural contours. Final payment on the Contract will be a lump sum based upon the CONTRACTOR's BID (Attached) for a total area of 80 Acres.

#### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

#### ST. JOSEPH PENINSULA BEACH RESTORATION – 2011 BEACH TILLING

#### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

MRD Associates, Inc.  
543 Harbor Boulevard, Suite 204  
Destin, Florida 32541  
(850) 654-1555

(ENGINEER), who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment

A. The Work will be completed and Substantially Complete no later than **April 30, 2011**.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$2,500.00 if the Work is not substantially complete by April 30, 2011.

**ARTICLE 5 – CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work at the prices stated in CONTRACTOR's BID, attached hereto as an exhibit (9.01.A.2.a.).

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Invoice for Payment upon completion of said work. Application for Payment will be processed by the ENGINEER.

B. Immediately after completion of the work, the ENGINEER will review the work by visual means and taking sediment compaction measurements utilizing a calibrated cone penetrometer at 1,000 foot intervals to assess that a tilled penetration depth of 36 inches has been met within the work area. The contractor may be present during the review if so inclined.

C. Upon satisfactory review of the work, the ENGINEER shall forward acceptance and recommendation for Final Payment to the OWNER.

6.02 Final Payment

A. Upon final completion and acceptance of the Work as provided by the ENGINEER, OWNER shall pay the Contract Price as recommended by ENGINEER as provided in the attached CONTRACTOR's BID (Exhibit 9.01.A.2.a) within 30 days of receiving ENGINEERS recommendation for Final Payment.

**ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due shall bear interest at the rate of 0% percent per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Exhibits to this Agreement (enumerated as follows):
    - a. CONTRACTOR’s BID (pages 1 to 1, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

**ARTICLE 10 – MISCELLANEOUS**

## 10.01 Rut Removal

A. During tilling, the beach shall be graded smooth and dressed so as to eliminate any undrained pockets, ridges, ruts, depression and/or and berms in the beach and dune template and surfaces. The manner of smoothing may be by a pipe or beam dragged behind a bulldozer of similar equipment, acceptable to the ENGINEER. The smoothing operation shall be undertaken so as to avoid re-compaction of the tilled beach, to as great a degree as practical. Smoothing activities which result in a significant re-compaction of the tilled beach shall be re-tilled and re-smoothed at the direction of the ENGINEER, and at no additional expense to the OWNER

## 10.02 Environmental Protection

A. The CONTRACTOR shall keep construction activities under continued surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife.

B. Sea Turtle Protection - Any signs of turtle nesting activity observed by the CONTRACTOR shall be reported immediately to the ENGINEER. No construction activity shall occur in the vicinity of nesting turtles, turtle nests or hatching turtles until the nests have been satisfactorily protected. The CONTRACTOR shall instruct all personnel associated with the construction of the project, including subCONTRACTORS, about the presence of sea turtles and sea turtle nests in the area, stressing the need to avoid disturbance of nesting sea turtles, nests or hatchlings.

C. Shore Bird Nesting - Any signs of shorebird nesting activity observed by the CONTRACTOR shall be reported immediately to the ENGINEER. No construction activity shall occur in the vicinity of nesting shorebirds, nests or fledglings until an avoidance zone has been established. The CONTRACTOR shall instruct all personnel associated with the construction of the project, including subCONTRACTORS, about the presence of shorebirds and shorebird nests in the area, stressing the need to avoid disturbance of nesting shorebirds, nests or fledglings.

D. The CONTRACTOR shall not store fuel oil and/or lubricants (motor oil, hydraulic greases and oils, etc.) on the beach, or equipment that is not required for daily construction activities. All lubricants and other potential liquid pollutants shall be stored in sealed, non-corrosive containers at an approved storage site located upland of the beach and dune. Individual containers shall be stored in metal pans with borders banded up and welded at the corners right below the bibb. Pans shall be deep enough to prevent contamination of the ground. Pans shall be kept clean of all spillage or leakage.

## 10.03 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.04 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.05 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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10.06 Other Provisions

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

**GULF COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

By: 

Adris Penabaz

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

Title: President.

{CORPORATE SEAL}

Attest: \_\_\_\_\_

Attest: 

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

Title: Notary / Office Assistant

Address for giving notices:

Address for giving notices:

1000 Cecil G. Costin, Sr. Boulevard  
Port St. Joe, Florida 32456

License Number and State:

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BID FORM

2011 Beach Tilling Services

We have reviewed the specifications for this contract and can comply with all requirements therein. If selected by Gulf County, we shall provide the required and specified services for the sum of; \$ 21,000.<sup>00</sup>.

The following companies may be contacted for references:  
(List Company, contact name, and telephone number)

Reference 1: Panama City Beach Tourist Development- Contact Marsha Bush (850)233-5070

Reference 2: Gulf County Commission- Contact Don Butler (850) 229-6111

Reference 3: GAC Contractors, Inc. - Contact Derwin R. White (850) 769-3477

This bid is in effect for 60 days following bid opening.

COMPANY: Coastal Parasail, Inc.

Owner/Manager: Adris Pender

Business License #: 12-0000-5598

Address: PO Box 18671 Panama City Beach, FL 32417

Telephone: (850) 527-6335 (850) 235-0009

I am familiar with all aspects of the work which could

Signature: *AP*

Date: 3/17/11

Witness: *Tom Wana*

Date: 3/17/11

Date of Issuance: \_\_\_\_\_ Effective Date \_\_\_\_\_

Project: Avenue 'A' Sewer	Owner: Gulf County BOCC	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: GAC Contractors		Engineer's Project No.: 003.225

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Attachments (list documents supporting change):

C.O. 1 - Schedule of Values

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 421,889.10

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ 421,889.10

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

Increase of this Change Order:

\$ 17,620.10

Contract Price incorporating this Change Order:

\$ 439,509.20

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 4/5/11

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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



**PREBLE-RISH INC**  
CONSULTING ENGINEERS & SURVEYORS

April 5, 2011

Via Email [dbutler@gulfcounty-fl.gov](mailto:dbutler@gulfcounty-fl.gov)

Mr. Don Butler, Gulf County Administrator  
Gulf County Courthouse  
1000 Cecil G. Costin Sr. Blvd  
Port St. Joe, FL 32456

**RE: Avenue 'A' Sewer  
Preble-Rish Project No. 003.225**

Dear Mr. Butler:

Due to some additional work needed to help accommodate a future project of relocating the Hwy 98 gravity sewer, a request for a Change Order was necessary. The Change Order is shown on the attachment labeled as **PROPOSED C.O. 1 AVE A SEWER.**

The CDBG grant amount available for construction is approximately \$448,948.50. GAC is under contract for \$421,889.10 and with an executed Change Order the new contract amount would be increased to \$439,509.20.

The grant will then have a remaining balance of \$9,439.30. Preble-Rish has reviewed the Change Order and recommends approving the change order to GAC.

If you have any questions or comments regarding this information, please give me a call at 850.227.7200.

Sincerely,

**PREBLE-RISH,**

Willie T. Payne, PE  
Project Manager

Enclosure

cc: Mr. Michael Hammond, Gulf County Assistant Administrator (via [mhammond@gulfcounty-fl.gov](mailto:mhammond@gulfcounty-fl.gov) w/enclosure)  
Mr. Clay Smallwood, EI - PR Project Engineer (via [smallwoodc@preble-rish.com](mailto:smallwoodc@preble-rish.com) w/enclosure)  
Mrs. Towan Kopinsky, Gulf County Grant Writer/Administrator (via [tkopinsky@gulfcounty-fl.gov](mailto:tkopinsky@gulfcounty-fl.gov) w/enclosure)  
Mr. Jeffrey C. Winter, Jordan & Associates Project Manager (via [jwinter@jordangrants.com](mailto:jwinter@jordangrants.com) w/enclosure)

SA\003.225 CDBG DR\CORRESPONDENCE\030111 Butler.doc

**Port St. Joe**

324 Marina Drive  
Port St. Joe, FL 32456

PHONE: 850.227.7200 • FAX: 850.227.7215

**Panama City**

203 Aberdeen Parkway  
Panama City, FL 32405

PHONE: 850.522.0644 • FAX: 850.522.1011

**Santa Rosa**

877 C. R. 393 North  
Santa Rosa Beach, FL 32459

PHONE: 850.267.0759 • FAX: 866.557.0076

**Bristol**

10490 NW Main Street  
Bristol, FL 32302

PHONE: 850.643-2771 • FAX: 850.643-2910



POST OFFICE BOX 59462, PANAMA CITY, FL 32412-0462

FAX: (850) 769-3456

(850) 769-3477

(850) 785-4675

PROPOSED C.O. 1 AVE A SEWER  
SCHEDULE OF VALUES

3/30/2011

DESCRIPTION GENERAL CONDITIONS	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" PLUG VALVES	EA	1	\$4,409.00	\$4,409.00
16" X 6" TEE W. MEGA LUG ASSESORIES	EA	1	\$1,893.00	\$1,893.00
18" HDPE TO 16" PVC ADAPTERS	EA	2	\$1,665.00	\$3,330.00
6" PLUG VALVE W. CAP OR PLUG	EA	1	\$1,311.60	\$1,311.60
COMBO AIR VAC VALVE	EA	1	\$4,438.00	\$4,438.00
HOUSEKEEPING PAD	SY	5.3	\$45.00	\$238.50
SOD ( IF NEEDED )	SY	500	\$4.00	\$2,000.00
			SUBTOTAL	\$17,620.10

GAC CONTRACTORS, INC.

ITEMS IN BLUE HAD A UNIT PRICE IN BID SOV

DON CHURCHWELL  
PROJECT MANAGER

QUALITY SINCE 1958

GC C052036 · CU C056975

51



# GULF COUNTY EMERGENCY MANAGEMENT

1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

## INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall Nelson*

DATE: APRIL 5, 2011

SUBJECT: "EXTENSION OF CONTRACT" FOR DISASTER RECOVERY SERVICES - ASHBRIIT, INC.

By this memo we are requesting board to approval of the attached "Extension of Contract" with AshBritt, Inc., for Disaster Recovery Services. This contract is a standby agreement to be activated only when needed. The contracted services will only be performed after the delivery, to the contractor, an "Approved Work Authorization" and a "Notice to Proceed" by the county.

The "Extension of Contract" has been reviewed and approved by Mr. Novak. Should you have any questions of need additional information do not hesitate to give me a call at 850-229-9110.

Attachment

FILED FOR RECORD  
REBECCA L. HERRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2011 APR - 6 AM 10: 50

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_



**RE: AMENDMENT OF CURRENT CONTRACT**

THIS EXTENSION OF CONTRACT ("Extension") is made this 12<sup>th</sup> day of April, 2011, for the purpose of extending the contract known as Disaster Recovery and Debris Removal dated September 8<sup>th</sup>, 2009 (Original Contract") between AshBritt, Inc. and the Gulf County FL.

- 1. The Original Contract is described below and will end on September 9<sup>th</sup> 2011.
  - a. Disaster Recovery Contract for Emergency Services in the event of a natural or man-made disaster.
- 2. The Parties agree to extend the Original Contract for an additional One (1) year, which will begin immediately upon the expiration of the original time period and will end on September 9<sup>th</sup>, 2012.
- 3. This Extension binds and benefits both Parties and any successors or assigns. This document, in addition to the Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

\_\_\_\_\_  
Authorized Signor for AshBritt, Inc.

\_\_\_\_\_  
Warren Yeager, Chairman  
Gulf County Board of Commissioners

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Warren Yeager  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# GULF COUNTY EMERGENCY MANAGEMENT

1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

## INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: MARSHALL NELSON *Marshall Nelson*

DATE: APRIL 5, 2011

SUBJECT: GENERAL EMERGENCY SERVICES CONTRACT TASK  
AUTHORIZATION - MASS CAUSALITY FULL SCALE EXERCISE  
DISASTER STRATEGIES AND IDEAS (DSI) GROUP, LLC

By this memo we are requesting the board's approval of the attached General Emergency Services Contract Task Authorization for Gulf County's/Sacred Heart Hospital Mass Casualty Incident Full Scale Exercise.

DSI will conduct a Mass Casualty Incident Full Scale Exercise to provide Gulf County with a plausible scenario to test the skills of the first responders and to provide Gulf County with an After Action Report and a Corrective Action Plan.

All work shall be completed by April 30, 2011 and will be paid from exercise grant funds.

Attachment

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_

2011 APR - 6 AM 10:51

FILED FOR RECORD  
REBECCA L. HARRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA

CONSENT  
DATE: 4/12/11 *cc*

**Gulf County  
SCOPE OF WORK  
Task Authorization**

Gulf County agrees to compensate DSI, LLC for all services performed by DSI, LLC with a fixed fee not to exceed \$10,000.00 (the "Fee"), to implement the following Mass Casualty Incident Functional Exercise for Gulf County:

DSI will conduct a Mass Casualty Incident Full Scale Exercise to provide Gulf County with a plausible scenario to test the skills of the first responders and to provide Gulf County with an After Action Report and a Corrective Action Plan.

Mass Casualty Functional Exercise	\$10,000.00
-----------------------------------	-------------

**Payment Schedule:**

- Gulf County agrees to pay DSI, LLC an amount of \$10,000.00 after the completion of the MCI Exercise.

IN WITNESS OF THE FOREGOING, the parties have set their hands the day and year first written below.

Gulf County

\_\_\_\_\_  
Warren Yeager, Chairman  
Gulf County Board of County Commission

Disasters, Strategies and Ideas Group, LLC

\_\_\_\_\_  
Linda Erdmann, President  
FEID#: 56-2369236

Date: April 12, 2011

**STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
STANDARD CONTRACT**

**THIS CONTRACT** is entered into between the State of Florida, **Department of Revenue**, hereinafter referred to as the "Department," and **Gulf County Board of County Commissioners** hereinafter referred to as the "contractor."

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: sole source government.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

**B. Governing Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

**C. Invoicing and Travel**

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be emailed to:

**sheriff\_invoices@dor.state.fl.us**

**D. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

**E. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

**BCC APPROVED** 1

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: **56** 4/6/11 LL

6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

#### **F. Indemnification**

**NOTE:** Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

#### **G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

#### **H. Confidentiality of Information**

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. **THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED.** Any questions should be directed to the contract manager who will discuss the question with the Department's Office of General Counsel.
5. Pertaining to IRS Tax Return information:
  - a. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
  - b. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at

- the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- c. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
  - d. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
  - e. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
  - f. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
  - g. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
  - h. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
  - i. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
  - j. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
  - k. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.
6. That the Contractor is subject to the provisions of s. 817.5681, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor would also be subject to comply with the laws of States where those individuals reside.

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all

work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

#### **J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

#### **K. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. **MyFlorida MarketPlace Fee**

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

#### **L. Non-discrimination Requirements**

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the contractor employing fifteen (15) or more individuals.

#### **M. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

**O. Sponsorship**

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

**P. Publicity**

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

**Q. Final Invoice**

To submit the final invoice for payment to the Department no more than forty five (45) days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

**R. Lobbying**

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime**

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**T. Patents, Copyrights, Royalties and Rights to Products**

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the

Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

#### **U. Emergency Preparedness**

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

#### **V. Criminal History Records Checks**

That the Department requires criminal history records checks on any contractor staff, employees or subcontractor staff that has access to DOR information resources or facilities unless formally waived in writing by the Department. If the access is apparent to the Department at the inception of the contract, the Contractor shall be required to sign Attachment H, Criminal History Records Check. In the event, that the Department did not require the Criminal History Records Check at the inception of the contract, but determines that the Criminal History Records Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal History Records Check information upon written request from the Department. The cost of performing the criminal history records checks shall be borne by the Contractor.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its staff, employees or subcontractor staff who will have access to DOR information resources or facilities. The criminal history records check must be completed for those so designated within 30 calendar days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those staff, employees or subcontractor staff must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which staff, employees or subcontractor staff requires a criminal history records check. The check must be completed within 30 days of notification to the Contractor. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Contract is in force.

Criminal history records checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records results must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

During the term of the Contract, the Contractor shall report in writing to the Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Contractor's staff, employee or subcontractor assigned to this contract within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the Contractor's staff member's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate staff members work on this Contract. The Department will take appropriate steps to secure its data, systems and facilities pending the Department's review of the report. The Contractor shall notify the department within ten (10) calendar days of case disposition.

Refusal to submit the Criminal History Records Check information as required by this contract may result in termination of the contract.

## **W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES**

### **1. Granting Access**

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
  - Office Buildings
  - Restricted Rooms within Office Buildings
  - Restricted Data
  - Department Intranet
  - Department Network
  - Data Management Systems such as FLORIDA, CAMS and Sntax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
  - Be provided in writing to the Department Contract Manager,
  - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
  - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. **Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.**
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

### **2. Changing and Terminating Access**

- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
  - Separation,
  - Termination,
  - Reassignment to another project, or
  - Change in the type of access required.
- b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.
- c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
  - returning all security identification and access devices; and
  - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

### **3. Access Update**

- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.

- b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.
- c. The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

## II. THE DEPARTMENT AGREES:

### A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed \$ N/A RATE AGREEMENT, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

### B. Contract Payment

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

### C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

## III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

### A. Effective and Ending Dates

That this contract shall begin on July 1, 2011, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2014. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

### B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be three (3) one-year (1) optional renewal periods.

### C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised

CAP or letter of explanation.

4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

#### **D Termination**

1. That this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

#### **E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

#### **F. Notice**

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

**G. Official Payee and Representatives (Names, E-Mail, Mailing Addresses, and Telephone Numbers):**

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made (note: electronic direct deposit invoice payments through the FL Department of Financial Services at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm) are quicker and preclude snail mail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The name of the contractor's contact person, phone number, e-mail address, and street address where financial and administrative records are maintained is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, phone number, e-mail address, and mailing address of the representative of the contractor responsible for administration of the program under this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The name, address, phone number, e-mail of the Contract Manager for the Department for this contract is:

**Martin Ehlen – Contract Manager**  
**Florida Department of Revenue**  
**Child Enforcement Program**  
[ehlenm@dor.state.fl.us](mailto:ehlenm@dor.state.fl.us)  
**P.O. Box 5586**  
**Tallahassee, FL 32314-5586**  
**850/617-8051**

5. Upon change of representatives (names, addresses, telephone numbers, e-mail address) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**H. All Terms and Conditions Included**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

<b>Applicable attachments: ☒ indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input type="checkbox"/>	<b>Attachment B</b>	<b>Order of Precedence (and Contract Content)</b>
<input checked="" type="checkbox"/>	<b>Attachment C(1)</b>	<b>Required Certifications (Non-Attorney)</b>
<input type="checkbox"/>	<b>Attachment C(2)</b>	<b>Required Certifications (Attorney)</b>
<input checked="" type="checkbox"/>	<b>Attachment D</b>	<b>Additional Provisions for Federally Funded Contracts</b>
<input checked="" type="checkbox"/>	<b>Attachment E</b>	<b>Certification Regarding Debarment, Suspensions</b>
<input checked="" type="checkbox"/>	<b>Attachment F</b>	<b>Certification Regarding Lobbying</b>
<input type="checkbox"/>	<b>Attachment G</b>	<b>Individual Contractor Security Agreement Form</b>
<input type="checkbox"/>	<b>Attachment H</b>	<b>Criminal Background Check Requirements</b>
<input type="checkbox"/>	<b>Attachment I</b>	<b>Compliance with the Florida Single Audit Act (Property Appraiser)</b>
<input type="checkbox"/>	<b>Attachment J</b>	<b>Access to Department Information Resources and Facilities</b>
<input type="checkbox"/>	<b>Attachment K</b>	<b>Other - See attachment for details</b>
<input type="checkbox"/>	<b>Attachment L</b>	<b>Other - See attachment for details</b>
<input type="checkbox"/>	<b>Attachment M</b>	<b>Other - See attachment for details</b>

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this 23 page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
Gulf County Board of County Commissioners

SIGNED  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Contractor  
Federal Employer I.D. # and  
MyFloridaMarketPlace  
Extension #: \_\_\_\_\_

**FLORIDA DEPARTMENT OF REVENUE**

SIGNED  
BY: \_\_\_\_\_  
NAME: Lia Mattuski  
TITLE: Director, Financial Management  
DATE: \_\_\_\_\_

**FLORIDA DEPARTMENT OF REVENUE**  
Office of the General Counsel

Approved as to form and legal content

Attachment A**Scope of Work/Additional Provisions****A. General Provisions**

1. The sheriff shall promptly attempt judicial and administrative service pursuant to Section 30.231 and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
  - a. Personal Service [substitute service is permissible, excluding other parties in the case, see Section 48.031 (2)(a) F.S.]
  - b. Service of Subpoena, except witness subpoenas
  - c. Execute on Writ of Bodily Attachment
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

**B. Service of Process Provisions****1. Manner of Service**

- a. The sheriff should attempt to promptly obtain child support summons, and thereafter serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the sheriff should make a minimum of two additional attempts to serve process within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process, it is incumbent upon the sheriff to attempt to serve a respondent at any address necessary to effect service. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect a successful service, the sheriff should attempt service at as many of the addresses provided and at different time intervals as necessary.

The Sheriff shall determine the most appropriate time to attempt service and such attempts may include nights or weekends.

- c. (1) Within seven (7) calendar days of successful service, the sheriff shall provide the Department, or its designee, a **copy** of the sheriff's return indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 3, page 18.

- (2) Within seven (7) calendar days of successful service, the sheriff shall provide the Clerk of Court the **original** documents indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 3, page 18.

d. (1) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Department, or its designee, a copy of the sheriff's return indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(2) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Clerk of Court the original documents indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(3) If the location information on the request is erroneous, the Sheriff shall return the request to the issuing office within seven (7) calendar days of the last attempt. Failure to serve at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

e. If the court orders the person served to pay the service of process, the payment shall be directed to the county which will retain the prevailing local match rate. The remaining match rate should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

## 2. Method of Payment

a. Only one request for payment shall be submitted for each original service document. The forms in Attachment A, Exhibits 1-2, shall be used to send the request for payment for services to the Department. These forms shall be sent by email or FAXED until there exists electronic submission functionality. Each monthly invoice must include an authorized signature certifying that service of process has been attempted and/or executed. The forms have been supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month send to:

**E-mail: [sheriff\\_invoices@dor.state.fl.us](mailto:sheriff_invoices@dor.state.fl.us)**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for service on judicial and administrative summons at the prevailing rate of Federal Financial Participation, 66% of the \$20.00 fee (\$13.20) for original service in Title IV-D cases. This reimbursement amount includes all costs associated with each service on judicial and administrative summons

c. Additionally, fees shall be paid for alias and pluries documents when service was not perfected on the original documents in that county by that sheriff. "Alias" is defined as the second document issued subsequent to the original document which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as the third or subsequent document issued to the alias document which is for the same person in the same county and the same cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.

## C. Writ of Bodily Attachment Provisions

**1. Manner of Service**

a. The sheriff should attempt to execute a writ within seven (7) calendar days of receipt of the request. If a writ is not executed on the first attempt, the sheriff should make a minimum of two additional attempts to execute the writ within twenty-one (21) calendar days after receipt.

b. Given the critical issue of effective and timely execution of writs, it is incumbent upon the sheriff to attempt to execute a writ on a respondent at any address necessary to execute the writ. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect writ execution, the sheriff should attempt execution at as many of the addresses provided and at different time intervals as necessary.

The Sheriff shall determine the most appropriate time to attempt writ execution and such attempts may include nights or weekends. After the writ is executed it shall be entered into the FCIC within three (3) business days.

c. (1) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Department, or its designee, a **copy** of the sheriff's return indicating that the writ has been executed and the address at which it was executed.

(2) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Clerk of Court the **original** documents indicating the writ has been executed and the address at which it was executed.

Failure to execute the writ at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

d. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system, per Section 61.11(2)(e), F.S.

e. If the court orders the person served to pay the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

**2. Method of Payment**

a. Only one request for payment shall be submitted for each writ of bodily attachment document. The Excel forms in Attachment A, Exhibits 1 and 2, shall be used for invoicing and sent to the Department for payment for the writs of bodily attachment. These forms shall be sent by email or FAXED until there exists electronic processing functionality. Each monthly invoice must include an authorized signature certifying that writs of bodily attachment have been attempted and/or executed. The forms have been supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month send to:

**E-mail: [sheriff\\_invoices@dor.state.fl.us](mailto:sheriff_invoices@dor.state.fl.us)**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for writs of bodily attachment at the prevailing rate of Federal Financial Participation, 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. This reimbursement amount includes all costs associated with each writ of bodily attachment.

D. Special Provisions

1. Area of Service

The services required of the Sheriff pursuant to this contract shall be provided in the County shown on page one of this contract.

2. Modification of contract due to a change in Federal Financial Participation

In the event Federal Financial Participation funding is changed during the term of this contract, all parties agree that reimbursement by the Department shall be at the new prevailing rate. Notification of the change of Federal Financial Participation and its effective date will be reduced to writing and said notification shall be attached to the original contract.

3. Modification of Contract due to Statutory Fee Changes

In the event that the service fee and/or writ of bodily attachment fee is changed in statute during the term of the contract, all parties agree that reimbursement by the Department shall be made at the new statutory fee upon effective date as required by the statute. A copy of the statutory change and its effective date shall be attached to the original contract.

4. Service to be Performed by the Department

a. To clearly identify all Title IV-D child support enforcement cases referred to the sheriff for which service or writ of bodily attachment is requested.

b. To provide to the sheriff the best known address(es) where the person may be served or the writ executed.

5. Photographic images provided by the Department

Photographic images provided by the Department are only for use with service of process and writs, as specified in section 322.142, Florida Statutes (2006).

This information is considered privileged and confidential. Any disclosure, distribution, or copying of this photographic image, or the information in it, is strictly prohibited.

Upon completion of service or writ activities, the photographic image(s) must be destroyed by:

- a. Shredding to effect 5/16-inch wide or smaller,
- b. Burning (ensuring that all pages are fully consumed),
- c. Rendering unreadable and unreconstructable.

If your office is not equipped to destroy the image as required, for proper destruction return it by Mail (certified, return receipt requested) or by courier/messenger service to either the child support office associated with the service or writ request, or to the DOR-CSE Contract Manager.

Attachment A, Exhibit 1, Excel automated INVOICE form

**INVOICE**

**Gulf County BOCC**

**Sheriff Service of Process (SOP)**

Contract #: CSS\_\_

Address line 1  
Address line 2

**Contact Person:**

**Phone #:**

**E-mail:**

**Date of Invoice:** MM/DD/YYYY

**Invoice Month/Yr.:**

**Sheriff Invoice #:** \_\_\_\_\_

**Bill To:** Florida Department of Revenue/Child Support Enforcement  
Contract Management Invoice Section

**Email Group:** sheriff\_invoices@dor.state.fl.us

Comments					
Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00
0	Service Of Process Credits	(\$20.00)	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00

**Invoice Total: \$0.00**

I certify the information above is true and correct  
(*electronic signature is acceptable*)

Signature: \_\_\_\_\_  
To: Operational Accounting:

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

The above charges have been reviewed and are approved for payment:	
Amount approved:	_____
Date Approved:	_____
FDOR-CSE Approval Certification Signature:	_____



**Attachment A, Exhibit 3**

**DOCUMENTATION FOR SUCCESSFUL AND UNSUCCESSFUL  
SERVICE OF PROCESS ATTEMPTS**

**ALL SERVICE RETURNS SHALL INCLUDE:**

- A. The full names of the custodial parent (CP) and the noncustodial parent (NCP) and the Child Support Enforcement case number.
- B. Complete addresses for all attempts for service of process.
- C. Date and time for all attempts for service.
- D. All reasons for non-service attempts.
- E. Indication of manner of service return, i.e.: personal service or substitute, if substitute, the relationship of substitute.
- F. A list of all documents served on the NCP.

Attachment C(1)

Required Certifications – Non-Attorney

I, \_\_\_\_\_ as an authorized representative of the contractor certify that:

**1. Statement of No Involvement**

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

**2. Agreement to the Contract Terms and Conditions**

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

**3. Contract Cancellation or Failure to have Contract Renewed**

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

**4. Child Support Obligations**

I, \_\_\_\_\_, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

**5. Compliance with State and Federal Tax Laws**

I, \_\_\_\_\_, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

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

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

**Attachment D**

**Additional Provisions for Federally Funded Contracts**

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. If this contract contains federal funds, the Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
5. Pursuant to 45 CFR 95.617(a), the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."

Pursuant to 45 CFR 95.617(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).

6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, which directly relate to the provision of commodities and services provided under this contract, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
8.  If checked, the following also applies:
  - > The CFDA number(s) is: 93.563.
  - > The CFDA title is: Child Support Enforcement
  - > The **Federal Agency** from which the Department receives these funds and passes them to the Provider is: the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement

The Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

Based on the audit requirements in OMB Circular A-133, the Department requires the following actions by the Provider:

1. Each year, after the close of the Provider's fiscal year, the Provider will provide a hard copy or electronic copy or a link (URL) to their most recently audited financial records. This information will be send to the Department's Contract Manager for this contract.
2. The due date for #1 above is no later than 9 months after the close of the Provider's fiscal year, unless additional time has been granted by the Federal clearing house or other appropriate entity. If additional time has been granted, the report is due within 30 days after the end of the additional time.

By signing below, the Provider agrees to adhere to the above requirements.

Signature \_\_\_\_\_

Name Printed \_\_\_\_\_

Date \_\_\_\_\_

Select Year: 2010 Go

## The 2010 Florida Statutes(including Special Session A)

Title V  
JUDICIAL BRANCH

Chapter 30  
SHERIFFS

[View Entire Chapter](#)

### 30.231 Sheriffs' fees for service of summons, subpoenas, and executions.—

(1) The sheriffs of all counties of the state in civil cases shall charge fixed, nonrefundable fees for docketing and service of process, according to the following schedule:

(a) All summons or writs except executions: \$40 for each summons or writ to be served, except when more than one summons or writ is issued at the same time out of the same cause of action to be served upon one person or defendant at the same time, in which case the sheriff shall be entitled to one fee.

(b) All writs except executions requiring a levy or seizure of property: \$50 in addition to the \$40 fee as stated in paragraph (a).

(c) Witness subpoenas: \$40 for each witness to be served.

(d) Executions:

1. Forty dollars for docketing and indexing each writ of execution, regardless of the number of persons involved.

2. Fifty dollars for each levy.

a. A levy is considered made when any property or any portion of the property listed or unlisted in the instructions for levy is seized, or upon demand of the sheriff the writ is satisfied by the defendant in lieu of seizure. Seizure requires that the sheriff take actual possession, if practicable, or, alternatively, constructive possession of the property by order of the court.

b. When the instructions are for levy upon real property, a levy fee is required for each parcel described in the instructions.

c. When the instructions are for levy based upon personal property, one fee is allowed, unless the property is seized at different locations, conditional upon all of the items being advertised collectively and the sale being held at a single location. However, if the property seized cannot be sold at one location during the same sale as advertised, but requires separate sales at different locations, the sheriff is then authorized to impose a levy fee for the property and sale at each location.

3. Forty dollars for advertisement of sale under process.

4. Forty dollars for each sale under process.

5. Forty dollars for each deed, bill of sale, or satisfaction of judgment.

(2) For levying on property and for the seizure of persons, the sheriff shall be allowed anticipated expenses necessary for the execution of the process directing such levy or seizure and for the safekeeping of property and persons in the custody of the sheriff. A reasonable cost deposit to cover said fees and expenses in connection with the requested services shall be deposited in advance, by the party requesting the service, with the officer requested to perform the service.

(3) It shall be the responsibility of the party requesting service of process to furnish to the sheriff

the original or a certified copy of the process and sufficient copies to be served on the parties receiving the service of process. The party requesting service of process shall provide the sheriff with the best known address where the person may be served. Failure to perfect service at the address provided does not excuse the sheriff from his or her duty to exercise due diligence in locating the person to be served.

(4) All fees collected under paragraphs (1)(a), (b), (c), and (d) shall be nonrefundable and shall be earned when each original request or service of process is made.

(5) All fees collected under the provisions of this section shall be paid monthly into the fine and forfeiture fund of the county.

(6) Fees under this section chargeable to the state or its agencies shall be those fees that were effective under this section on June 30, 2009.

**History.**—ss. 1, 2, ch. 63-41; s. 2, ch. 72-92; s. 4, ch. 79-396; s. 1, ch. 82-118; s. 1, ch. 83-255; s. 1, ch. 87-405; s. 1, ch. 94-170; s. 1330, ch. 95-147; s. 6, ch. 2000-258; s. 1, ch. 2009-215.

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BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
**COUNTY ATTORNEY'S OFFICE**

79

Jeremy T.M. Novak, Esq.  
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.

April 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

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2011 APR -6 AM 10:49

**Re: Summary of Professional Services Rendered and Enclosed Invoices**  
**NLG File No.: 2200-001 General Legal Services & Administrative costs**  
**Invoice period: March 2011**

Summary of Invoices for Professional Services

March 2011

- Gulf County General Legal Representation (49.35 hrs. x \$100) = \$4,935.00

Summary of Invoices for Administrative costs and fees

March 2011

- Gulf County – Westlaw, Legal Data, Administrative and Office Expenses  
(General Legal + Litigation matters + Admin/operational March 2011) = \$329.50

Total Professional services and costs \$ 5,264.50

**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

CONSENT **79**  
DATE: 4/12/11 LL

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
**COUNTY ATTORNEY'S OFFICE**

80

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REBECCA L. MORRIS  
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GULF COUNTY, FLORIDA  
2011 APR - 6 AM 10:49

April 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 Professional Services Rendered and Enclosed Invoices**  
**Invoices period: March 2011**

**Litigation – Professional Legal Services & BP Oil Matters – Professional Legal Services**  
**NLG File No.: 2200-005** **NLG File No.: 2200-004**

Summary of Invoices for Professional Services

March 2011

-	Gulf County Litigation / Pending Litigation Matters (6.55 hrs. x \$125)	= \$818.75
	professional services total (litigation)	<u>\$818.75</u>

March 2011

-	Gulf County BP Oil Matters (18.2 hrs. x \$125)	= \$2,275.00
	professional services total (BP Matters)	<u>\$2,275.00</u>

Total Professional services and costs \$3,093.75

**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

CONSENT **80**  
DATE: 4/12/11 LL

**APPLICATION AND CERTIFICATE FOR PAYMENT**

IC INVOICE NO: 1163-11

IC JOB NO: 177

**TO (OWNER):**

Gulf Co. Board of County Commissioners  
150 Cecil G Costin Sr. Blvd  
P.O. Box 1000  
Panama City, FL 32405

**FROM (CONTRACTOR):**  
IC CONTRACTORS, INC.  
228 E. 34TH ST. PANAMA CITY, FL 32405

**CONTRACTOR'S APPLICATION FOR PAYMENT**

**PROJECT:**

Sturmphole Revetment Project  
Phase III (DRI)

**VIA (ENGINEER):**

Preble Rish, Inc. Consulting Engineers  
Clay Smallwood, Project Engineer

**APPLICATION NO:**

1

**PERIOD TO:**

March 24, 2011

**APPLICATION DATE:**

March 24, 2011

**CONTRACT DATE:**

March 24, 2011

**DISTRIBUTION TO:**

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input checked="" type="checkbox"/>	PCS-FO
<input checked="" type="checkbox"/>	PCS-AP



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL		
Number	Date Approved	
TOTALS	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

**CONTRACTOR**  
IC CONTRACTORS, INC.

By: Albert E. Hathaway Date: March 24, 2011  
ALBERT E. HATHAWAY, PRESIDENT

State of: Florida County of: Bay

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.  
Notary Public: Glenn H. Chapman  
My Commission expires: \_\_\_\_\_



March 2011  
15:01 WY 9-APR 1102

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**ENGINEER:**  
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)  
By: [Signature] Date: 3/31/11  
Acct. # 113538-34000

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract Documents.

**APPROVED FOR PAYMENT**  
**BCG APPROVED**

CONSENT  
Date: 4/12/11  
4-5-11

1. ORIGINAL CONTRACT SUM		\$1,067,183.61
2. NET CHANGE BY CHANGE ORDERS		\$0.00
3. CONTRACT SUM TO DATE (Line 1 + Line 2)		\$1,067,183.61
4. ENCUMBRANCES:		
a. Total Purchase Orders Issued by Owner (To Date)		\$0.00
b. Anticipated Tax Savings on Owner Issued POs		\$0.00
c. TOTAL ENCUMBRANCES:		\$0.00
5. CONTRACT VALUE LESS ENCUMBRANCES:		\$1,067,183.61
EARNED TO DATE:		
a. Value of Work Complete-Excluding Owner Purchased Materials (5-10c)	\$210,164.60	
b. Stored Materials - For Verification Only (See Attached)	\$210,164.60	
c. TOTAL EARNED TO DATE: (Line 5a)		\$210,164.60
6. RETAINAGE: (10% of the First 50% of the Work)		\$210,164.60
7. TOTAL EARNED LESS RETAINAGE (Line 5c less Line 6)		\$189,148.14
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior certificate)		\$0.00
9. CURRENT PAYMENT DUE		\$189,148.14
10. TAX SAVINGS AGREEMENT: (Through Summary No. )		
a. Vendor Invoices Processed @Contractors Request	\$0.00	
b. Tax Savings on Processed Invoices	\$0.00	
c. Total Tax Savings Agreement Invoices & Credits Processed (Sum Line 10a and 10b)		\$0.00
d. Remaining Balance on Encumbered POs and Tax Savings (4c less 10c)		\$0.00
11. BALANCE TO FINISH, INCLUDING RETAINAGE & ENCUMBRANCES (Line 3 - Ln 7 - Ln 10c)		\$878,035.47

**CONTINUATION SHEET**

PROJEC Gulf County Board of Co. Commissioners  
 Stumphole Revetment Project  
 Phase III (DRI)

APPLICATION NO: 1  
 APPLICATION DATE: MARCH 24, 2011  
 PERIOD TO: MARCH 24, 2011

PROJECT N: 10DB-K4-02-33-01-K15

A. ITEM NO.	B. DESCRIPTION OF WORK	C. SCHEDULED VALUE	C. (1) UNITS	C. (2) COST PER UNIT	C. (4) % QUANTITY COMPLETED THIS PERIOD	D. WORK COMPLETED		E. THIS PERIOD	F. MATERIALS PRESENTLY STORED (NOT IN D OR E)	G. TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H. BALANCE TO FINISH (C - G)	I. RETAINAGE		
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
1.00	Mobilization & Bonds	21,891.91		LS	100.00%	\$0.00	\$21,891.91	\$21,891.91		\$21,891.91	\$0.00	\$2,189.19		
2.0	As Buills	\$3,600.00		LS		\$0.00	\$0.00	\$0.00		\$0.00	\$3,600.00	\$0.00		
3.0	Rock Revetment	\$1,041,691.70		LS	18.00%	\$0.00	\$188,272.69	\$188,272.69		\$188,272.69	\$853,419.01	\$18,827.27		
<b>PAGE TOTALS</b>											<b>\$1,067,183.61</b>	<b>\$210,164.60</b>	<b>\$857,019.01</b>	<b>\$21,016.46</b>



# Nationwide® Retirement Solutions

a Nationwide Financial® company

## Plan Sponsor Signature Page

My signature below represents that I have the authority of my Employer to act on behalf of the plan. I acknowledge receipt of a copy of the Certificate of Participation and Disclosure Document (Certificate). I understand that the Certificate replaces prior versions. I have read and understand the Certificate and will contact my Nationwide representative if I have any questions or concerns. In addition, my Employer's plan makes the following selections:

**Plan Document** — My Employer's plan has formally adopted the Plan Document, effective January 1, 2011, and directs Nationwide to administer in accordance with its terms. I understand that the Plan Document provides that Nationwide may propose future amendments to this plan and outlines a process by which my Employer may file objections. I acknowledge that any future amendments to this Plan Document, to which my Employer has not objected, will be deemed adopted with my consent and at my direction. I certify that the signature will apply to all plan(s) listed below.

*If your Employer does not wish to adopt the Plan Document, please check the box below. A Nationwide representative will contact you to obtain additional information regarding the plan document applicable to your Employer's plan.*

I do NOT wish to adopt the Plan Document.

\_\_\_\_\_  
Name of authorized signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of signer

Gulf County BOCC

Entity Name

0024339001

Entity #

**RETURN THIS PAGE VIA FAX WITH YOUR SIGNATURE TO  
NATIONWIDE AT 1-877-677-4329.**

**Or, please send this self-addressed signature page via mail.**

# Sheriff



**JOSEPH NUGENT**

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

## Gulf County

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

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

April 5, 2011

Gulf County Board of County Commissioners  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, FL 32456

Re: Request for funds from Sale of Surplus Equipment

Gentlemen:

We have recently received \$19,527.00 from the sale of surplus equipment. Lawyer's fees were \$2,200.00 and other costs were \$341.00, leaving a balance of \$16,986.00. We would like to request that the Board of County Commissioners allow Gulf County Sheriff's Office to put the balance of \$16,986.00 into our Operating Fund to be used to purchase some vehicles.

Sincerely,

Joseph Nugent, Sheriff

FILED  
REGISTERED  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2011 APR -5 AM 10:24

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT **84**  
DATE: 4/6/11 LL

## RESOLUTION NO. 2011-\_\_\_\_\_

**A RESOLUTION CERTIFYING THAT THE MONIES FROM THE EMERGENCY MEDICAL SERVICES MATCHING GRANT WILL IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM.**

**WHEREAS, Gulf County has an outstanding Emergency Medical Services system, which serves the citizens of Gulf County; and**

**WHEREAS, the Emergency Medical Services system receives funding from Gulf County only for specific, itemized, budgeted expenditures; and**

**WHEREAS, the budgeted funds for the Emergency Medical Services system cannot be used for other items or activities; and**

**WHEREAS, the existing budget allocations do not provide for all needs of the Emergency Medical Services systems;**

**NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS as follows:**

- 1. That monies from the Emergency Medical Services Matching grant will improve and expand the County's pre-hospital Emergency Medical Services system.**
- 2. That the grant monies will not be used to supplant existing County Emergency Medical Services budget allocations.**
- 3. That a copy hereof shall be provided to all parties of interest upon request.**

**ADOPTED this 12th day of April, 2011.**

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

**ATTEST:**

**BY: \_\_\_\_\_  
WARREN J. YEAGER, JR.  
CHAIRMAN**

**BY: \_\_\_\_\_  
REBECCA L. NORRIS  
CLERK**