

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

| AGENDA | APRIL 9, 2013 | TIME / PAGE NO. |
|---|----------------------|------------------------|
| 1. Meeting Called to Order | | 9:00 a.m. |
| 2. Consent Agenda | | 1-76 |
| 3. James Wiley – Day of Declaration | | |
| 4. Public Hearing – Ordinance – Homestead Exemption | | 77-79 |
| 5. County Staff Business | | |
| 6. Board Business | | |
| 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 9, 2013

1. Minutes – March – Regular Meeting 1-5
2. Approval of Checks and Warrants for March, 2013 which are incorporated
herein by reference, pursuant to Chapter 136.06 F.S. 6-12
3. Agreement – Gulf County Economic Development Representation 13-28
Agreement – MRD Associates, Inc. (Shorebird Monitoring) 29-32
Agreement – MRD Associates, Inc. (Marine Turtle Monitoring) 33-36
4. Application for Appointment – Tourist Development Council Board (Charlene
Burke). 37-38
5. Contract – Apalachee Regional Planning Council (Gulf County Small Quantity
Generator Verification) 39-42
6. Fee Waiver – Honeyville Community Center (Wewa Dixie Softball Banquet) 43-44
7. Invoices – Gulf Consortium (April 1, 2013-September 30, 2013 * \$3,540.00) 45-46
 - MRD Associates, Inc. - St. Joseph Peninsula Post-Construction
Shorebird Monitoring Services (Invoice #1612 * \$2,750.00
* to be paid from account #28039-34000) 47-48
 - The Ferguson Group LLC – Federal Lobbyist (Invoice #0213571 *
\$15.92 * to be paid from Account #21111-31200) 49-53
 - UniFirst Corporation – Public Works (Invoice #2710030902 * \$19.06
* Invoice #2710040923 * \$10.00 * Invoice #2710041420
* \$10.00 * Invoice #2710040927 * \$68.50 * Invoice
#2710041424 * 68.50) 54-58
8. Policy – County Travel 59-73
9. Purchase Request – Fire Coordinator (Lights, Siren and UHF Forestry Radio
for Fire Coordinator vehicle * to be paid from Highland
View Fire Department Budget) 74-75

Purchase Request – Gulf County Detention Facility (Purchase of 12 Passenger
Van from Sheriff's Office* \$15,000.00 * to be paid from
Infrastructure Reserve Funds) 76

MARCH 12, 2013
PORT ST. JOE, FLORIDA
REGULAR MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, E.D.C. Director Barry Sellers, Fire Coordinator Brad Price, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Maintenance Supervisor Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish/County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Assistant Public Works Director Jake Lewis, and Sheriff Mike Harrison.

Sheriff Harrison called the meeting to order at 9:00 a.m., E.T.

Assistant Administrator Hammond opened the meeting with prayer, and Chairman Smiley led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Upon motion by Commissioner McLemore, second by Commissioner Yeager, and unanimous vote, the Board approved the Consent Agenda, as follows:

1. Minutes – February 12, 2013 - Regular Meeting
 2. Approval of Checks and Warrants for February, 2013 which are
 Incorporated herein by reference, pursuant to Chapter
 136.06 F.S.
 3. Grant – E9-1-1 (Annual Equipment & Software Maintenance * \$20,527.33)
 4. Invoices – County Attorney Jeremy Novak – Professional Services
 (October-December, 2012 * \$1,306.00 * to be paid from
 Account #21314-31100 * Deepwater Horizon Litigation *
 October-December, 2012 * \$1,848.00 * to be paid from
 Account #21314-31100)
- Rich's IGA – White City Fire Department (Santa Run * \$305.90)

- Unifirst Corporation – Public Works (Invoice #2710039923 * \$43.38 * Invoice #2710039922 * \$55.38 * Invoice #2710039921 * \$54.76 * Invoice #2710039421 * \$55.38 * Invoice #2710039422 * \$43.38 * Invoice #2710039420 * \$60.46 * Invoice #2710038443 * 19.06 * Invoice #2710038929 * \$19.06 * Invoice #2710039418 * \$19.06 * Invoice #2710039419 * \$10.00 * Invoice #2710039920 * \$10.00 * Invoice #2710039423 * \$68.50 * Invoice #2710039924 * \$68.50)

- 5. Request for Payment – Gas Tax Revenue Bonds, Series 2006 (Issue Number 1186 * \$278,071.88 * to be paid from Account #81341-72000)

(End)

BUDGET AMENDMENT – PUBLIC WORKS FUND

Upon discussion by Clerk Finance Officer Herring, Commissioner McDaniel motioned to approve Budget Amendment #4. Commissioner Yeager seconded the motion, and it passed unanimously.

**Budget Amendment #4
GENERAL FUND**

Amend the FY2012-2013 Budget for the General Fund by reducing Reserves for Infrastructure by \$189,949.71 and increasing expenditures for (A) \$179,149.71 for Public Works Fund 104 for Buildings, as approved by the BOCC on February 26, 2013. This will fund past and future expenditures for the Public Works Building Construction. (B) \$5,800 for County Extension for Repair & Maintenance: Bldg & Grds. This will fund the renovation of the conference room at the County Extension Office/Old Gulf County Health Dept. (C) \$5,000 for the initial renovations of the Old Gulf County Health Department to convert it to the new County Extension Office as approved on September 11, 2012.

| | Original Budget | Increase | Decrease | Amended Budget |
|--------------------------------------|------------------------|-----------------|-----------------|-----------------------|
| Reserves: | | | | |
| 99984-95002 Res for Infrast Fund | \$487,450.00 | \$ 0.00 | \$189,949.71 | \$297,500.29 |
| (A) Public Works: | | | | |
| 281513-62000 BLDG Buildings | \$ 0.00 | \$179,149.71 | \$ 0.00 | \$179,149.71 |
| (B & C) County Extension: | | | | |
| 63237-46100 R & M Bldg & Grds | \$ 0.00 | \$ 10,800.00 | \$ 0.00 | \$ 10,800.00 |

MOSQUITO CONTROL

Amend the FY2012-2013 Budget for the Mosquito Control Fund 103 by reducing Capital: Buildings > \$25,000 and increasing Operating Expenses by \$3,380 as adjusted in the State of Florida Budget approved by BOCC Chairman on 10/25/12. There is no change to the overall Budget. Line items are being amended to reflect the State approved Budget.

| | Original Budget | Increase | Decrease | Amended Budget |
|-------------------------------|--------------------|-------------|-------------|-------------------|
| Mosquito Control: | | | | |
| 42362-62001 Buildings > \$25k | \$83,880.00 | \$ 0.00 | \$ 3,380.00 | \$ 80,500.00 |
| 42362-52000 Oper. Exp | \$ 0.00 | \$ 3,380.00 | \$ 0.00 | \$ 3,380.00 |

(End)

PUBLIC WORKS - EMPLOYEE

Public Works Director Danford reported that an employee resigned and requested permission to replace the employee. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

TECHNICAL GRANT - APPROVED

Planner Richardson reported that the County received the executed Technical Grant from the State; noting they are ready to proceed.

LEASE AGREEMENT – INDUSTRIAL PARK

County Attorney Novak discussed the Industrial Park Lease Agreement, stating the Board previously approved the commercial tenant in response to the terms of the Right of First Refusal and the contribution towards the purchase price. He reported after discussions with the proposed tenants they have not signed the lease agreement, stating the proposed tenant is requesting 100% of the credit go towards the purchase price of the lease, and not a Right of First Refusal, but the contractual right to purchase the property from the County at the expiration of this lease. After discussion by County Attorney Novak, Commissioner McLemore stated he is against selling the Industrial Park. After discussion, Billy Traylor appeared before the Board on behalf of Tifco (commercial tenant) concerning the Industrial Park Building and requested the Board revisit the 10% contribution towards the purchase price of the building. After discussion, Commissioner McLemore motioned to allow Tifco to lease the Industrial Park Building at 100% towards the purchase price. After discussion by members of the Board, Commissioner Yeager seconded the motion for discussion. Following additional discussion, Commissioner McLemore amended his motion to add the Right of First Refusal. After discussion by County Attorney Novak, the motion then passed 4 to 1, with Commissioner Bryan voting no.

ADVERTISEMENT – HOMESTEAD EXEMPTION ORDINANCE

County Attorney Novak reported that the proposed homestead exemption ordinance for seniors will be advertised in the local newspaper on March 28, 2013 and the First Public Hearing will be on April 9, 2013.

MEETING – ANIMAL CONTROL SUB-COMMITTEE

County Attorney Novak reported that the Animal Control Sub-committee will meet with Animal Control Officer Jones on March 28, 2013 at 9:00 a.m., E.T. regarding the proposed animal control ordinance and invited the public to attend.

HONEYVILLE COMMUNITY CENTER – WEWAHITCHKA HIGH SCHOOL

Chief Administrator Butler reported that the Wewahitchka High School is requesting the use of the Honeyville Community Center on April 5-6, 2013 for the Jr.-Sr. Prom, and that the fees be waived. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

EMERGENCY MEDICAL SERVICES – COLLECTION AGENCY

Chief Administrator Butler discussed a letter from F.A.C. concerning E.M.S. collections, stating he has met with this group. After discussion, Commissioner Bryan requested that the Board table this issue until the next regular meeting for further review. The Board had no objections.

RESTORE ACT COMMITTEE - APPOINTEE

Chairman Smiley passed the Chair to Vice Chairman McDaniel and motioned to appoint Minnie Likely to serve on the Restore Act Committee. Commissioner Bryan seconded the motion, and it passed unanimously. <Chairman Smiley left the meeting at 9:28 a.m., E.T.>

EMERGENCY MEDICAL SERVICES – COLLECTION AGENCY

County Attorney Novak reported that Pasco County put the Emergency Medical Services Collections out for bid, stating that there is a piggy-back ability if the County decides to move forward. After discussion, Commissioner Bryan motioned to table this issue for further review. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

SMALL COUNTY COALITION – LEGISLATIVE ISSUES

Commissioner Yeager reported that there are some Legislative issues that the Small County Coalition are working on (Medicaid & Property Appraiser) and he will keep the Board abreast as this issue moves forward.

COUNTY ROAD 386 – INTERSECTION

Chairman McDaniel discussed his concerns regarding the intersection of County Road 386 and Highway 71, stating that a call has been made to F.D.O.T. requesting a flashing light be installed at this intersection.

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

PROPERTY TAX – DELINQUENT TAX PAYERS

Upon discussion by Chief Administrator Butler, Commissioner McLemore motioned to only charge the delinquent property tax payers the minimum that is required by law regarding late penalties or cost of advertisement. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Yeager, and unanimous (4-0) vote, the meeting did then adjourn at 9:35 a.m., E.T.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**



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FOR CASH ACCOUNT: 00100
GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

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CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE
FOR: All Except State

| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|---------------------------|------------|---------|-------|------------|
| 2511 | 03/01/2013 | WIRE | AMERICAN FIDELITY ASSURAN | 4,849.82 | | | |
| 2512 | 03/04/2013 | WIRE | UNITED HEALTHCARE | 81,229.03 | | | |
| 2513 | 03/04/2013 | WIRE | CENTENNIAL BANK | 140.00 | | | |
| 2514 | 03/04/2013 | WIRE | CENTENNIAL BANK | 595.00 | | | |
| 2515 | 03/04/2013 | WIRE | CENTENNIAL BANK | 8,762.21 | | | |
| 2516 | 03/08/2013 | WIRE | CENTENNIAL BANK | 110.48 | | | |
| 2517 | 03/05/2013 | WIRE | FLORIDA DIV. RETIREMENT | 29,968.96 | | | |
| 2518 | 03/12/2013 | WIRE | BD.CO.COMMISSIONERS P/R | 122,046.23 | | | |
| 2521 | 03/14/2013 | WIRE | ELECTRONIC FEDERAL TAX PA | 42,598.74 | | | |
| 2522 | 03/14/2013 | WIRE | EXPERTPAY FOR EMPLOYERS | 1,018.86 | | | |
| 2523 | 03/13/2013 | WIRE | BD.CO.COMMISSIONERS P/R | 8,079.54 | | | |
| 2524 | 03/14/2013 | WIRE | ELECTRONIC FEDERAL TAX PA | 4,027.02 | | | |
| 2526 | 03/14/2013 | WIRE | CENTENNIAL BANK | 781.43 | | | |
| 2527 | 03/14/2013 | WIRE | CENTENNIAL BANK | 1,500.00 | | | |
| 2528 | 03/18/2013 | WIRE | FLORIDA DEPT. OF REVENUE | 159.49 | | | |
| 2529 | 03/19/2013 | WIRE | CENTENNIAL BANK | 140.00 | | | |
| 2531 | 03/25/2013 | WIRE | BD.CO.COMMISSIONERS P/R | 114,338.95 | | | |
| 2534 | 03/26/2013 | WIRE | ELECTRONIC FEDERAL TAX PA | 39,844.29 | | | |
| 2536 | 03/26/2013 | WIRE | STATE OF FLORIDA DISBURSE | 1,018.86 | | | |
| 2537 | 03/28/2013 | WIRE | CENTENNIAL BANK | 1,475.00 | | | |
| 2538 | 03/28/2013 | WIRE | AMERICAN FIDELITY ASSURAN | 4,526.53 | | | |
| 2539 | 03/29/2013 | WIRE | CENTENNIAL BANK | 140.00 | | | |
| 2540 | 03/29/2013 | WIRE | CENTENNIAL BANK | 595.00 | | | |
| 98028 | 03/07/2013 | PRINTED | FLORIDA DIV. RETIREMENT | 30,128.33 | | | |
| 98029 | 03/07/2013 | PRINTED | CARPET COUNTRY | 76.22 | | | |
| 98030 | 03/07/2013 | PRINTED | CULLIGAN | 151.25 | | | |
| 98031 | 03/07/2013 | VOID | SHIRLEY JENKINS | 94.60 | | | |
| 98032 | 03/07/2013 | PRINTED | COASTCOAST PRINTING | 15,470.00 | | | |
| 98033 | 03/07/2013 | PRINTED | BECK NISSAN INC. | 1,626.59 | | | |
| 98034 | 03/07/2013 | PRINTED | CARPET COUNTRY | 170.55 | | | |
| 98035 | 03/07/2013 | PRINTED | CULLIGAN | 5,307.16 | | | |
| 98036 | 03/07/2013 | PRINTED | FLORIDA COMBINED LIFE | 4,582.39 | | | |
| 98037 | 03/07/2013 | PRINTED | REBECCA L. NORRIS | 1,222.28 | | | |
| 98038 | 03/07/2013 | PRINTED | COMPBENEFITS | 2,414.38 | | | |
| 98039 | 03/07/2013 | PRINTED | RELIASTAR LIFE INSURANCE | 83.70 | | | |
| 98040 | 03/14/2013 | PRINTED | LEGALSHIELD | 157.50 | | | |
| 98041 | 03/14/2013 | PRINTED | INT. UNION OF OPER. ENG. | 312.74 | | | |
| 98042 | 03/14/2013 | PRINTED | UNIFIRST CORPORATION | 1,874.00 | | | |
| 98043 | 03/14/2013 | PRINTED | NATIONWIDE RETIREMENT SOL | 57.00 | | | |
| 98044 | 03/14/2013 | PRINTED | UNITED WAY OF NORTHWEST F | 5.97 | | | |
| 98045 | 03/15/2013 | PRINTED | REBECCA L. NORRIS | 850.00 | | | |
| 98046 | 03/15/2013 | PRINTED | ADAPCO, INC. | 200.00 | | | |
| 98047 | 03/15/2013 | PRINTED | ROY LEE CARTER | 620.73 | | | |
| 98048 | 03/15/2013 | PRINTED | DAFIN WHOLESALE | 59.59 | | | |
| 98049 | 03/15/2013 | PRINTED | GULF COAST ELECTRIC | 2,967.03 | | | |
| 98050 | 03/15/2013 | PRINTED | GCEC | 16,662.26 | | | |
| 98051 | 03/15/2013 | PRINTED | FLA.MEDICAID COUNTY BILLI | 123.22 | | | |
| 98052 | 03/15/2013 | PRINTED | QUIL CORPORATION | 457.86 | | | |
| 98053 | 03/15/2013 | PRINTED | DAVID RICHES IGA MEWA | 1,082.64 | | | |
| 98054 | 03/15/2013 | PRINTED | ST JOE AUTO PARTS | 71.54 | | | |
| 98055 | 03/15/2013 | PRINTED | ST JOE HARDWARE | 819.40 | | | |

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FOR CASH ACCOUNT: 00100 10110
GULF COUNTY BCC
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CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE
FOR: All Except State

| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
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| 98056 | 03/15/2013 | PRINTED | ST JOE HARDWARE | 304.72 | | | |
| 98057 | 03/15/2013 | PRINTED | ST JOE NATURAL GAS CO | 3,488.37 | | | |
| 98058 | 03/15/2013 | PRINTED | SOUTHERN CLEANING SUPPLY | 218.81 | | | |
| 98059 | 03/15/2013 | PRINTED | TRACTOR & EQUIPMENT CO | 910.08 | | | |
| 98060 | 03/15/2013 | PRINTED | WALLACE PUMP & SUPPLY | 927.44 | | | |
| 98061 | 03/15/2013 | PRINTED | CITY OF WEAHITCHKA | 4,936.90 | | | |
| 98062 | 03/15/2013 | PRINTED | ROWLAND'S WELDING & | 34.69 | | | |
| 98063 | 03/15/2013 | PRINTED | KENDALL MURPHY | 1,350.00 | | | |
| 98064 | 03/15/2013 | PRINTED | S & I DOOR CONTROL SERVIC | 212.73 | | | |
| 98065 | 03/15/2013 | PRINTED | DOLOWITE, INC. | 628.54 | | | |
| 98066 | 03/15/2013 | PRINTED | TOMMY'S GLASS AND MIRROR C | 45.00 | | | |
| 98067 | 03/15/2013 | PRINTED | LIGHTHOUSE UTILITIES | 63.08 | | | |
| 98068 | 03/15/2013 | PRINTED | BAY COUNTY BOARD COUNTY | 3,507.08 | | | |
| 98069 | 03/15/2013 | PRINTED | WEAHITCHKA AMBULANCE | 21.00 | | | |
| 98070 | 03/15/2013 | PRINTED | LIFE MANAGEMENT CENTER | 1,308.74 | | | |
| 98071 | 03/15/2013 | PRINTED | NORTH FLA. CONSTRUCTION | 3,306.25 | | | |
| 98072 | 03/15/2013 | PRINTED | ST JOE RENT ALL, INC. | 766.48 | | | |
| 98073 | 03/15/2013 | PRINTED | COMPORTER FUNERAL HOME | 260.00 | | | |
| 98074 | 03/15/2013 | PRINTED | 000931 PREBLE-RISH, INC. | 7,362.50 | | | |
| 98075 | 03/15/2013 | PRINTED | 001002 FISHERS BUILDING SUPPLY | 52.33 | | | |
| 98076 | 03/15/2013 | PRINTED | 001109 GULF COUNTY CHAMBER OF CO | 983.75 | | | |
| 98077 | 03/15/2013 | PRINTED | 001132 PRECISION COMMUNICATIONS | 165.90 | | | |
| 98078 | 03/15/2013 | PRINTED | 001141 CULLIGAN | 15.10 | | | |
| 98079 | 03/15/2013 | PRINTED | 001141 CULLIGAN | 14.75 | | | |
| 98080 | 03/15/2013 | PRINTED | 001162 TEK DISTRIBUTORS, INC. | 945.35 | | | |
| 98081 | 03/15/2013 | PRINTED | 001318 MIZE PLUMBING, GLASS AND | 945.35 | | | |
| 98082 | 03/15/2013 | PRINTED | 001429 LEROY HILL COFFEE COMPANY | 10.92 | | | |
| 98083 | 03/15/2013 | PRINTED | 001643 BAYSIDE LUMBER & BUILDING | 114.98 | | | |
| 98084 | 03/15/2013 | PRINTED | 001648 HARRIS BUSINESS MACHINES | 486.31 | | | |
| 98085 | 03/15/2013 | PRINTED | 001731 HAROLDS AUTO PARTS | 207.95 | | | |
| 98086 | 03/15/2013 | PRINTED | 001731 HAROLDS AUTO PARTS | 1,766.68 | | | |
| 98087 | 03/15/2013 | PRINTED | 001731 HAROLDS AUTO PARTS | 1,323.38 | | | |
| 98088 | 03/15/2013 | PRINTED | 001746 HAROLDS AUTO PARTS | .29 | | | |
| 98089 | 03/15/2013 | PRINTED | 001811 BARRY'S BATTERY WAREHOUSE | 268.40 | | | |
| 98090 | 03/15/2013 | VOID | 002074 SUNBELT FIRE APPARATUS | 672.90 | | | |
| 98091 | 03/15/2013 | PRINTED | 002102 TAUNTON'S LLC | .00 | | | |
| 98092 | 03/15/2013 | PRINTED | 002198 LAURA TAYLOR | 180.00 | | | |
| 98093 | 03/15/2013 | PRINTED | 002258 MARIANNA AUTO PARTS | 25.00 | | | |
| 98094 | 03/15/2013 | PRINTED | 002500 SHELL FLEET PLUS | 338.07 | | | |
| 98095 | 03/15/2013 | VOID | 002713 AIRGAS SOUTH | 221.01 | | | |
| 98096 | 03/15/2013 | PRINTED | 002719 KENT-FOREST LAWN FUNERAL | .00 | | | |
| 98097 | 03/15/2013 | PRINTED | 002813 LOVEFACE ELECTRONICS, INC | 750.00 | | | |
| 98098 | 03/15/2013 | PRINTED | 002935 CHANNING I. BETE CO. | 70.47 | | | |
| 98099 | 03/15/2013 | PRINTED | 003166 FIRST RESPONDER NEWSPAPER | 401.19 | | | |
| 98100 | 03/15/2013 | PRINTED | 003204 DEWAYNE STRADER | 130.00 | | | |
| 98101 | 03/15/2013 | PRINTED | 004065 COMBINED INSURANCE SERVIC | 50.00 | | | |
| 98102 | 03/15/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 3,200.00 | | | |
| 98103 | 03/15/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 137.00 | | | |
| 98104 | 03/15/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 57.18 | | | |
| 98105 | 03/15/2013 | PRINTED | 004169 PROGRESS ENERGY FLORIDA, | 20.00 | | | |
| 98106 | 03/15/2013 | PRINTED | 004274 COPY PRODUCTS COMPANY | 832.78 | | | |
| 98107 | 03/15/2013 | PRINTED | 004299 FLORIDA DEPT FINANCIAL SE | 87.50 | | | |
| | | | | 30.00 | | | |

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FOR: All Except Stale

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| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
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| 98108 | 03/15/2013 | PRINTED | 004326 D & J PAWN SHOP | 26.40 | | | |
| 98109 | 03/15/2013 | PRINTED | 004361 SISTERS | 80.00 | | | |
| 98110 | 03/15/2013 | PRINTED | 004410 EMERALD COAST AUTO SALVAG | 70.00 | | | |
| 98111 | 03/15/2013 | PRINTED | 004450 PUBLIC RISK INSURANCE AGE | 71,811.25 | | | |
| 98112 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 396.17 | | | |
| 98113 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 463.84 | | | |
| 98114 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 77.36 | | | |
| 98115 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 25,538.40 | | | |
| 98116 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 601.61 | | | |
| 98117 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 86.97 | | | |
| 98118 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 293.90 | | | |
| 98119 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 867.52 | | | |
| 98120 | 03/15/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 1,750.30 | | | |
| 98121 | 03/15/2013 | PRINTED | 004568 MEDIACOM | 1,333.89 | | | |
| 98122 | 03/15/2013 | PRINTED | 004659 REBECCA L. NORRIS | 2,594.75 | | | |
| 98123 | 03/15/2013 | PRINTED | 004659 REBECCA L. NORRIS | 3.11 | | | |
| 98124 | 03/15/2013 | PRINTED | 004660 RAMSEYS' PRINTING & OFFIC | 345.48 | | | |
| 98125 | 03/15/2013 | PRINTED | 004780 COASTAL BUSINESS PRODUCTS | 530.79 | | | |
| 98126 | 03/15/2013 | PRINTED | 004785 S & W HEALTHCARE CORPORAT | 200.78 | | | |
| 98127 | 03/15/2013 | PRINTED | 004964 NEECE TIRE & AUTO SERVICE | 4,393.80 | | | |
| 98128 | 03/15/2013 | PRINTED | 005056 THE ARBITRAGE GROUP, INC | 3,500.00 | | | |
| 98129 | 03/15/2013 | PRINTED | 005123 FIRST IN SERVICES, LLC | 1,170.00 | | | |
| 98130 | 03/15/2013 | PRINTED | 005261 SYSCO-GULF COAST | 1,555.37 | | | |
| 98131 | 03/15/2013 | PRINTED | 005282 UPS | 37.73 | | | |
| 98132 | 03/15/2013 | PRINTED | 005317 AUTO-CHLOR SERVICES, LLC | 329.00 | | | |
| 98133 | 03/15/2013 | PRINTED | 005359 LEWIS-SMITH SUPPLY CORP. | 4,724.00 | | | |
| 98134 | 03/15/2013 | PRINTED | 005429 GULF STATE CHEMICAL & WE | 890.00 | | | |
| 98135 | 03/15/2013 | PRINTED | 005434 DERMATEC DIRECT | 160.99 | | | |
| 98136 | 03/15/2013 | PRINTED | 005445 EMS CONSULTANTS, LTD | 3,067.14 | | | |
| 98137 | 03/15/2013 | PRINTED | 005531 HOLIDAY ON WHEELS, INC. | 1,442.90 | | | |
| 98138 | 03/15/2013 | PRINTED | 005585 ADVANCE AUTO PARTS | 62.91 | | | |
| 98139 | 03/15/2013 | PRINTED | 005606 KEY EQUIPMENT FINANCE | 203.34 | | | |
| 98140 | 03/15/2013 | PRINTED | 005614 RELIABLE COPY PRODUCTS | 122.83 | | | |
| 98141 | 03/15/2013 | PRINTED | 005640 ST. JOE ELECTRIC SUPPLY | 392.75 | | | |
| 98142 | 03/15/2013 | PRINTED | 005684 VERIZON WIRELESS | 2,404.47 | | | |
| 98143 | 03/15/2013 | PRINTED | 005684 VERIZON WIRELESS | 64.71 | | | |
| 98144 | 03/15/2013 | PRINTED | 005684 VERIZON WIRELESS | 76.27 | | | |
| 98145 | 03/15/2013 | PRINTED | 005709 DISASTERS, STRATEGIES & I | 49,798.00 | | | |
| 98146 | 03/15/2013 | PRINTED | 005780 PANAMA ALTERNATOR & START | 15.00 | | | |
| 98147 | 03/15/2013 | PRINTED | 005809 DOLLAR GENERAL CHARGE SAL | 60.40 | | | |
| 98148 | 03/15/2013 | PRINTED | 005809 DOLLAR GENERAL CHARGE SAL | 11.30 | | | |
| 98149 | 03/15/2013 | PRINTED | 005930 JEREMY T.M. NOVAK, ESQ | 3,154.00 | | | |
| 98150 | 03/15/2013 | PRINTED | 005936 XEROX CORPORATION | 96.21 | | | |
| 98151 | 03/15/2013 | PRINTED | 005936 XEROX CORPORATION | 109.20 | | | |
| 98152 | 03/15/2013 | PRINTED | 005936 XEROX CORPORATION | 257.75 | | | |
| 98153 | 03/15/2013 | PRINTED | 005936 XEROX CORPORATION | 140.71 | | | |
| 98154 | 03/15/2013 | PRINTED | 005936 XEROX CORPORATION | 37.87 | | | |
| 98155 | 03/15/2013 | PRINTED | 005985 THE STAR/THE TIMES | 24.15 | | | |
| 98156 | 03/15/2013 | PRINTED | 005993 KONICA MINOLTA BUSINESS S | 28.86 | | | |
| 98157 | 03/15/2013 | PRINTED | 006009 ROK TECHNOLOGIES, INC | 400.00 | | | |
| 98158 | 03/15/2013 | VOID | 006100 BRETT C LOWRY | .00 | | | |
| 98159 | 03/15/2013 | PRINTED | 006136 NI GOVERNMENT SERVICES INC | 73.73 | | | |

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GULF COUNTY BCC
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FOR CASH ACCOUNT: 00100 10110
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| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|------------|---------|-------|------------|
| 98160 | 03/15/2013 | PRINTED | 006137 POLICE LEGAL SCIENCES, IN | 960.00 | | | |
| 98161 | 03/15/2013 | PRINTED | 006161 HALIFAX MEDIA GROUP | 1,869.44 | | | |
| 98162 | 03/15/2013 | PRINTED | 006161 HALIFAX MEDIA GROUP | 321.00 | | | |
| 98163 | 03/15/2013 | PRINTED | 006170 CLEAR CHANNEL AIRPORTS | 855.00 | | | |
| 98164 | 03/15/2013 | PRINTED | 006178 GORDON TRACTOR, INC | 177.34 | | | |
| 98165 | 03/15/2013 | PRINTED | 006198 SARAH PETER | 4,500.00 | | | |
| 98166 | 03/15/2013 | PRINTED | 006205 PENGUIN MANAGEMENT, INC. | 16.32 | | | |
| 98167 | 03/15/2013 | PRINTED | 006215 MICHELLE PERRIN | 521.66 | | | |
| 98168 | 03/15/2013 | PRINTED | 006228 KENDRA D MCDANIEL | 1,400.00 | | | |
| 98169 | 03/15/2013 | PRINTED | 006230 UNIVAR USA INC | 3,333.00 | | | |
| 98170 | 03/15/2013 | PRINTED | 006236 ONE WAY FITNESS CENTER | 137.50 | | | |
| 98171 | 03/15/2013 | PRINTED | 006238 SHAR KRASNIOI | 100.00 | | | |
| 98172 | 03/15/2013 | PRINTED | 006239 QUADMED, INC | 523.00 | | | |
| 98173 | 03/15/2013 | PRINTED | 006240 DAVID W PRICE | 250.00 | | | |
| 98174 | 03/15/2013 | PRINTED | 006241 CANON FINANCIAL SERVICES, | 380.15 | | | |
| 98175 | 03/15/2013 | PRINTED | 004634 BILL WILLIAMS | 2,474.24 | | | |
| 98176 | 03/15/2013 | PRINTED | 004634 BILL WILLIAMS | 1,157.46 | | | |
| 98177 | 03/18/2013 | PRINTED | 002074 SUNBELT FIRE APPARATUS | 299.00 | | | |
| 98178 | 03/18/2013 | PRINTED | 003017 BO KNOWS PEST CONTROL | 20.00 | | | |
| 98179 | 03/18/2013 | PRINTED | 004229 COAST2COAST PRINTING | 22,678.53 | | | |
| 98180 | 03/18/2013 | PRINTED | 006100 BRETT C LOWRY | 154.13 | | | |
| 98181 | 03/27/2013 | PRINTED | 000421 INT. UNION OF OPER. ENG. | 157.50 | | | |
| 98182 | 03/27/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 307.04 | | | |
| 98183 | 03/27/2013 | PRINTED | 004230 NATIONWIDE RETIREMENT SOL | 1,804.00 | | | |
| 98184 | 03/27/2013 | PRINTED | 004290 UNITED WAY OF NORTHWEST F | 57.00 | | | |
| 98185 | 03/28/2013 | PRINTED | 006093 LEGALSHIELD | 83.70 | | | |
| 98186 | 03/29/2013 | PRINTED | 000101 ACTION FIRE & SAFETY | 2,000.00 | | | |
| 98187 | 03/29/2013 | PRINTED | 000106 APALACHEE REGIONAL PLANNI | 1,401.97 | | | |
| 98188 | 03/29/2013 | PRINTED | 000137 DAFIN WHOLESALE | 1,780.85 | | | |
| 98189 | 03/29/2013 | PRINTED | 000151 GCEC | 131.25 | | | |
| 98190 | 03/29/2013 | PRINTED | 000153 GULF ARC, INC | 173,725.00 | | | |
| 98191 | 03/29/2013 | PRINTED | 000158 GULF COUNTY SHERIFFS | 33,911.25 | | | |
| 98192 | 03/29/2013 | PRINTED | 000172 NORTHWEST REGIONAL LIBRAR | 3,988.09 | | | |
| 98193 | 03/29/2013 | PRINTED | 000181 CITY OF PORT ST JOE | 581.36 | | | |
| 98194 | 03/29/2013 | PRINTED | 000183 QUIL CORPORATION | 280.79 | | | |
| 98195 | 03/29/2013 | PRINTED | 000186 DAVID RICHG TGA MEWA | 738.65 | | | |
| 98196 | 03/29/2013 | PRINTED | 000189 ST JOE AUTO PARTS | 33.16 | | | |
| 98197 | 03/29/2013 | PRINTED | 000189 ST JOE AUTO PARTS | 416.43 | | | |
| 98198 | 03/29/2013 | PRINTED | 000190 ST JOE HARDWARE | 11.98 | | | |
| 98199 | 03/29/2013 | PRINTED | 000190 ST JOE HARDWARE | 13.62 | | | |
| 98200 | 03/29/2013 | PRINTED | 000190 ST JOE HARDWARE | 69.99 | | | |
| 98201 | 03/29/2013 | PRINTED | 000194 ST JOE NATURAL GAS CO | 25.84 | | | |
| 98202 | 03/29/2013 | PRINTED | 000213 U.S. POST OFFICE PSJ | 54.00 | | | |
| 98203 | 03/29/2013 | PRINTED | 000222 CITY OF MEWAHTCHKA | 126.60 | | | |
| 98204 | 03/29/2013 | PRINTED | 000278 BOARD COUNTY COMMISSIONER | 18,679.40 | | | |
| 98205 | 03/29/2013 | PRINTED | 000278 BOARD COUNTY COMMISSIONER | 871.36 | | | |
| 98206 | 03/29/2013 | PRINTED | 000278 BOARD COUNTY COMMISSIONER | 3,259.72 | | | |
| 98207 | 03/29/2013 | PRINTED | 000278 BOARD COUNTY COMMISSIONER | 7,000.00 | | | |
| 98208 | 03/29/2013 | PRINTED | 000278 THOMPSON TRACTOR CO. | 749.37 | | | |
| 98209 | 03/29/2013 | PRINTED | 000495 THOMPSON TRACTOR CO. | 625.56 | | | |
| 98210 | 03/29/2013 | PRINTED | 000561 KONE INC. | 1,551.16 | | | |
| 98211 | 03/29/2013 | PRINTED | 000839 GULF CO. TRANSPORTATION | | | | |

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| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLERARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------------|------------|---------|-------|------------|
| 98212 | 03/29/2013 | PRINTED | ST JOE RENT ALL INC. | 277.78 | | | |
| 98213 | 03/29/2013 | PRINTED | FISHERS BUILDING SUPPLY | 130.14 | | | |
| 98214 | 03/29/2013 | PRINTED | PRECISION COMMUNICATIONS | 289.00 | | | |
| 98215 | 03/29/2013 | PRINTED | 001141 CULLIGAN | 249.45 | | | |
| 98216 | 03/29/2013 | PRINTED | 001162 TEK DISTRIBUTORS, INC. | 1,205.80 | | | |
| 98217 | 03/29/2013 | PRINTED | 001205 DONALD H. BUTLER | 143.38 | | | |
| 98218 | 03/29/2013 | PRINTED | 001318 MIZE PLUMBING, GLASS AND | 85.29 | | | |
| 98219 | 03/29/2013 | PRINTED | 001401 WARREN J. YEAGER | 565.00 | | | |
| 98220 | 03/29/2013 | PRINTED | 001429 LEROY HILL COFFEE COMPANY | 129.23 | | | |
| 98221 | 03/29/2013 | PRINTED | 001604 MARSHALL NELSON | 35.01 | | | |
| 98222 | 03/29/2013 | PRINTED | 001643 BAYSIDE LUMBER & BUILDING | 5.95 | | | |
| 98223 | 03/29/2013 | PRINTED | 001731 HAROLDS AUTO PARTS | 938.87 | | | |
| 98224 | 03/29/2013 | PRINTED | 001731 HAROLDS AUTO PARTS | 1,447.44 | | | |
| 98225 | 03/29/2013 | PRINTED | 001742 CLARKE MOSQUITO CONTROL P | 1,447.44 | | | |
| 98226 | 03/29/2013 | PRINTED | 001811 BAY COUNTY SOLID WASTE | 103.31 | | | |
| 98227 | 03/29/2013 | PRINTED | 001920 MED-TECH RESOURCE, INC. | 256.31 | | | |
| 98228 | 03/29/2013 | PRINTED | 002029 DUREN'S PIGGLY WIGGLY | 39.71 | | | |
| 98229 | 03/29/2013 | VOID | 002029 DUREN'S PIGGLY WIGGLY | 66.14 | | | |
| 98230 | 03/29/2013 | PRINTED | 002198 LAURA TAYLOR | 50.00 | | | |
| 98231 | 03/29/2013 | PRINTED | 002258 MARIANNA AUTO PARTS | 466.95 | | | |
| 98232 | 03/29/2013 | PRINTED | 002455 DONNIE'S TOTAL PRIDE PEST | 45.00 | | | |
| 98233 | 03/29/2013 | PRINTED | 002638 G & C SUPPLY CO., INC. | 426.62 | | | |
| 98234 | 03/29/2013 | PRINTED | 002660 CDW GOVERNMENT INC. | 492.48 | | | |
| 98235 | 03/29/2013 | PRINTED | 002693 RHONDA GAY | 25.62 | | | |
| 98236 | 03/29/2013 | PRINTED | 003349 PREFERRED GOVERNMENTAL IN | 29,426.50 | | | |
| 98237 | 03/29/2013 | PRINTED | 003365 CARMEN L. MCLEMORE | 400.00 | | | |
| 98238 | 03/29/2013 | PRINTED | 003433 SHIRLEY JENKINS | 106,081.25 | | | |
| 98239 | 03/29/2013 | PRINTED | 003484 OFFICE DEPOT | 32.54 | | | |
| 98240 | 03/29/2013 | PRINTED | 003490 QUEST DIAGNOSTICS | 102.00 | | | |
| 98241 | 03/29/2013 | PRINTED | 003532 CAPITAL TRUCK, INC. | 48.76 | | | |
| 98242 | 03/29/2013 | VOID | 003733 JULI REWS-DAVIS | 5,775.00 | | | |
| 98243 | 03/29/2013 | PRINTED | 004058 PITNEY BOWES PURCHASE POW | 123.75 | | | |
| 98244 | 03/29/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 68.50 | | | |
| 98245 | 03/29/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 19.06 | | | |
| 98246 | 03/29/2013 | PRINTED | 004160 UNIFIRST CORPORATION | 10.15 | | | |
| 98247 | 03/29/2013 | PRINTED | 004169 PROGRESS ENERGY FLORIDA, | 11,302.84 | | | |
| 98248 | 03/29/2013 | PRINTED | 004229 COAST2COAST PRINTING | 11.15 | | | |
| 98249 | 03/29/2013 | PRINTED | 004249 STATE OF FLORIDA | 912.30 | | | |
| 98250 | 03/29/2013 | PRINTED | 004326 D & J PAMN SHOP | 52.80 | | | |
| 98251 | 03/29/2013 | PRINTED | 004410 EMERALD COAST AUTO SALVAG | 350.00 | | | |
| 98252 | 03/29/2013 | PRINTED | 004495 BOUND TREE MEDICAL, LLC | 1,214.37 | | | |
| 98253 | 03/29/2013 | PRINTED | 004553 J.V. GANDER, DISTRIBUTORS | 2,784.70 | | | |
| 98254 | 03/29/2013 | PRINTED | 004557 FEDERAL WAGE & LABOR LAW | 149.27 | | | |
| 98255 | 03/29/2013 | PRINTED | 004568 MEDIACOM | 69.95 | | | |
| 98256 | 03/29/2013 | PRINTED | 004599 SUWANNEE RIVER SUPPLY, IN | 370.08 | | | |
| 98257 | 03/29/2013 | PRINTED | 004634 BILL WILLIAMS | 150.00 | | | |
| 98258 | 03/29/2013 | PRINTED | 004659 REBECCA L. NORRIS | 431.51 | | | |
| 98259 | 03/29/2013 | PRINTED | 004659 REBECCA L. NORRIS | 100,753.25 | | | |
| 98260 | 03/29/2013 | PRINTED | 004660 RAMSEY'S PRINTING & OFFIC | 666.31 | | | |
| 98261 | 03/29/2013 | PRINTED | 004746 BLUE WATER OUTRIGGERS | 24.99 | | | |
| 98262 | 03/29/2013 | PRINTED | 004820 MILLER HEATING & AIR COND | 166.00 | | | |
| 98263 | 03/29/2013 | PRINTED | 004959 BENJAMIN GUTHRIE | 100.00 | | | |

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CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE
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| CHECK # | CHECK DATE | TYPE | VENDOR NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---------|------------|---------|----------------------------|-----------|---------|-------|------------|
| 98264 | 03/29/2013 | PRINTED | NEECE TIRE & AUTO SERVICE | 930.04 | | | |
| 98265 | 03/29/2013 | PRINTED | FIRST IN SERVICES, LLC | 4,486.31 | | | |
| 98266 | 03/29/2013 | PRINTED | AGENCY FOR HEALTH CARE AD | 3,911.00 | | | |
| 98267 | 03/29/2013 | PRINTED | SYSCO-GULF COAST | 1,351.60 | | | |
| 98268 | 03/29/2013 | PRINTED | FAIRPOINT COMMUNICATIONS | 4,961.25 | | | |
| 98269 | 03/29/2013 | PRINTED | AUTO-CHLOR SERVICES, LLC | 347.50 | | | |
| 98270 | 03/29/2013 | PRINTED | GULF STATE CHEMICAL & WE | 122.50 | | | |
| 98271 | 03/29/2013 | PRINTED | EMS CONSULTANTS, LTD | 3,552.85 | | | |
| 98272 | 03/29/2013 | PRINTED | DEVCON SECURITY SERVICES | 114.18 | | | |
| 98273 | 03/29/2013 | PRINTED | GULF COAST PROPERTY SERV | 75.00 | | | |
| 98274 | 03/29/2013 | PRINTED | WILLIAMS PANHANDLE PROPAN | 52.65 | | | |
| 98275 | 03/29/2013 | PRINTED | VINCENT IVERS, M.D. | 750.00 | | | |
| 98276 | 03/29/2013 | PRINTED | ST. JOE ELECTRIC SUPPLY | 181.70 | | | |
| 98277 | 03/29/2013 | PRINTED | BAY COUNTY BD. COUNTY COMM | 6,314.00 | | | |
| 98278 | 03/29/2013 | PRINTED | PANAMA ALTERNATOR & START | 225.00 | | | |
| 98279 | 03/29/2013 | PRINTED | DOLLAR GENERAL CHARGE SAL | 50.50 | | | |
| 98280 | 03/29/2013 | PRINTED | TYNALLIN SMILEY | 335.61 | | | |
| 98281 | 03/29/2013 | PRINTED | WARD MCDANIEL | 445.62 | | | |
| 98282 | 03/29/2013 | PRINTED | JEREMY T.M. NOVAK, ESQ | 12,966.63 | | | |
| 98283 | 03/29/2013 | PRINTED | JEREMY T.M. NOVAK, ESQ | 1,093.58 | | | |
| 98284 | 03/29/2013 | PRINTED | XEROX CORPORATION | 313.94 | | | |
| 98285 | 03/29/2013 | PRINTED | GARY M. PABLO, MD | 833.33 | | | |
| 98286 | 03/29/2013 | PRINTED | GULF COAST TRUCK & EQUIPM | 58.66 | | | |
| 98287 | 03/29/2013 | PRINTED | CVSOA | 160.00 | | | |
| 98288 | 03/29/2013 | PRINTED | FERGUSON GROUP, LLC | 149.87 | | | |
| 98289 | 03/29/2013 | PRINTED | JORDAN & ASSOCIATES | 33,244.33 | | | |
| 98290 | 03/29/2013 | PRINTED | GORDON TRACTOR, INC | 404.13 | | | |
| 98291 | 03/29/2013 | PRINTED | SANDY'S STITCHES | 90.00 | | | |
| 98292 | 03/29/2013 | PRINTED | SARAH PETER | 20,000.00 | | | |
| 98293 | 03/29/2013 | PRINTED | PENGIN MANAGEMENT, INC. | 1,147.00 | | | |
| 98294 | 03/29/2013 | PRINTED | MICHELLE PERRIN | 115.00 | | | |
| 98295 | 03/29/2013 | PRINTED | JOHN M HANLON | 53,656.25 | | | |
| 98296 | 03/29/2013 | PRINTED | MITCH BURKE | 98,267.25 | | | |
| 98297 | 03/29/2013 | PRINTED | JACKSON, KELLI | 115.00 | | | |
| 98298 | 03/29/2013 | PRINTED | ELIZABETH IVY | 75.00 | | | |

295 CHECKS CASH ACCOUNT TOTAL 1,601,936.56 .00

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GULF COUNTY BCC
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| | UNCLEARED | CLEARED |
|-------------|--------------|---------|
| 295 CHECKS | | |
| FINAL TOTAL | 1,601,936.56 | .00 |

** END OF REPORT - Generated by Darla Lyle **

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

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 9:00 A.M. E.T.

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney
CC: County Administrator, Don Butler
Date: 04/3/2013
Re: Gulf County Economic Development Representation Agreement

Pursuant to this Commission's instructions and directive, attached please find the revised and amended Economic Development Representation Agreement created for the newly formed Gulf County Economic Development Alliance, Inc. This agreement is submitted in accordance with Florida Statute 288.075 and the rights thereunder permitting this County to appoint a qualified private corporation to act in the capacity as the Gulf County Economic Development agent and the responsibilities and tasks that accompany these guidelines and this contract.

The attached agreement is submitted for your consideration and adoption at your regular meeting of April 9, 2013.

2013 APR -3 PM 12

Gulf County Board of Commissioners
Agreement for Economic Development Representation and Appointment
by Gulf County Economic Development Alliance, Inc. ("Agreement")

This Agreement, made this 1st Day of April, 2013, by and between **Gulf County Economic Development Alliance, Inc.** (hereinafter referred to as "GCEDA") as a Florida not-for-profit corporation (with pending status as a registered 501(c)(3)) and whose address is 406 Marina Drive, Port St. Joe, Florida 32456, and hereby recognized as the Gulf County appointed representative under Florida Statute §288.075 by the **Gulf County Board of Commissioners**, a political subdivision of the State of Florida, whose principle place of business located at 1000 Cecil Costin, Sr. Blvd., Room 312, Port St. Joe, Florida 32456, and (hereinafter referred to as "**County**") to perform various aspects and statutory requirements as Gulf County's Economic Development Agent and those related services requested and required by the County per the terms set forth below.

WHEREAS, the County affirms its commitment to the active promotion and development of increased capital investment, creation and retention of quality competitive wage jobs and the stimulus and increased flow of new investment into Gulf County whereby broadening its tax bases and simultaneously preserving and enhancing the quality of life for Gulf County residents; and

WHEREAS, the County seeks the establishment and support of a public/private partnership led by a private organization whose mission is to attract and retain new businesses while supporting and promoting the growth and development of the local economy through continued job creation with enhanced quality of life in Gulf County; and

WHEREAS, the County has observed and recognizes local, regional and national economic trends measured against its predominantly industrial history and the direct impacts to its changing local economy over the past decade and its desire to seek and actively promote and facilitate the creation of competitive wage jobs through both the continued promotion of industry sector as well as growth in the technical and professional job sectors throughout the County; and

WHEREAS, the County has acted and appropriated through its FY 2013 budget a total of \$80,000 for the fiscal year to promote and assist the outreach activities and economic development of Gulf County; and

WHEREAS, the County in strict compliance and recognition of Florida Statute §288.075 acknowledges both the right and obligation for the duty to promote the general business and industrial interests of Gulf County and its municipalities therein; and

WHEREAS, the GCEDA was formed by local business persons to foster economic growth and development in the Gulf County community, and is responsible for representing and actively participating in the county's and region's economic development efforts and for carrying out specific economic development services and activities as set forth by this agreement with the County; and

WHEREAS, the County has invoked its rights under Florida Statute §288.075(1)(a)(6) in identifying the GCEDA as a qualified private corporation as its Economic Development Agent tasked with the promotion and development of the general business and industrial interests of Gulf County; and

WHEREAS, Florida Statute §125.045 authorizes the County to enter into a contract with entities such as the GCEDA for the purpose of economic development activities on behalf the County in order to foster economic development within the County; and

WHEREAS, the County has authorized the GCEDA to act as its economic development agent and under those requirements and parameters afforded the same exclusions to Florida Statute §119.07 and Article I Section 24(a) of the Florida Constitution and those appropriate protections of proprietary confidential business information; and

WHEREAS, the County at its February 12, 2013 regular meeting moved to promote, identify and support the newly formed GCEDA as its Economic Development Agent and thereafter at its February 26, 2013 regular meeting appropriate and pledge the necessary budget amounts for annual funding \$80,000 toward the financial commitment and support of this GCEDA; and

WHEREAS, the County seeks the self sufficiency and independent sustainability of this private entity GCEDA however recognizes the immediate initial need for public support and funding during the early formative stage and development of this public private partnership and therefore has agreed to the pledged sum in its fiscal year budget with the anticipated future reduction and or eventual elimination of public funding and financial support; and

WHEREAS, the GCEDA is a not-for-profit independent entity whose stated mission and primary purpose for organization is for coordinating with all local and those appropriate regional and state economic agencies that are focused on the retention, expansion, and attraction of new companies and industry to Gulf County; and

WHEREAS, the GCEDA shall implement and maintain marketing, retention and expansion programs for targeted high impact companies to benefit the businesses and citizens of Gulf County, and shall facilitate access to local, regional and state resources as needed; and

WHEREAS, the County has identified the GCEDA to be the representative agent and work closely with Enterprise Florida, Inc. created under Florida Statute §288.901(2) as the principal economic development organization for the State of Florida, designed and structured as a private-public partnership seeking to facilitate job creation through its role as central distributor and coordination of prospective business leads throughout the state; and

WHEREAS, the Florida Legislature recently enacted new requirements for economic development reporting under Senate Bill No. 1752 and further codified under amending Florida Statute §125.045 whereby those entities entering contractual relationship and receiving appointment from the County and receive public funds from the County shall submit the appropriate reports to the governing body of the County itemizing the use of the funds and

detailing its results of economic development from those funds including the number of businesses assisted by the GCEDA and jobs created by those funds; and

NOW, THEREFORE, the County and GCEDA, in consideration of the mutual covenants, promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

The foregoing recitals are true and correct and are hereby incorporated herein this agreement by reference:

I. SERVICES: GCEDA agrees to provide the economic development services as detailed and itemized below. The GCEDA will commence the work required by the Contract Documents immediately after the execution date of necessary contract documents including but not limited to the necessary attachments, exhibits and submissions of required company documentation prior to commencement. The term "CONTRACT DOCUMENTS" shall mean and includes the following:

(A) AGREEMENT

Exhibits / Addendums:

- (B) Gulf County Independent Contractor Acknowledgment and Agreement
- (C) Gulf County Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement
- (D) GCEDA Florida Department of State Division of Corporations Report and Registration
- (E) GCEDA Articles of Incorporation
- (F) GCEDA adopted budget 2013-2014
- (G) GCEDA Reporting and Presentment Schedule to County (3 meeting cycles)
- (H) GCEDA State reporting calendar and schedule per Florida Statute §125.045(4)
- (I) GCEDA enacted By-Laws

GCEDA economic development services and support shall include but not limited to the following:

Economic Development Services

1. Attract new businesses and industry that pay competitive wages and enhance the quality of life within Gulf County;
2. Provide technical assistance to businesses and provide access to economic development programs for both existing and prospective business and industry;
3. Market and promote Gulf County to target industries and regions;
4. Maintain information and databases relevant to economic development of Gulf County;
5. Research, indentify and promote infrastructure and land use issues, including industrial/commercial sites; and actively participate in planning efforts to preserve these findings and assist County officials in proper planning with these factors utilized;
6. Assumption of the oversight, administration and coordinator roles for the Gulf County Enterprise Zone Development Agency which shall include the continued public education of the Enterprise Zone program, sustaining the current participants, recruit new

- community participants; oversight, monitoring and administration of all Gulf County qualified tax credit and rebate recipients; satisfy all statutory reporting requirements;
7. Promote and support community development efforts that increase the exposure, attention and attractiveness of Gulf County;
 8. Promote the sustainability and expansion of existing business and industry in Gulf County;
 9. Support local and state workforce board efforts and training that increase the skill and education level of Gulf County's existing labor force;
 10. Support, foster and work in cooperation with the Gulf Coast State College officials in the monitoring and implementation of appropriate technical and vocational training and education of a local skilled labor force;
 11. Promote and develop marketing and exposure of the Gulf County trade and transportation attributes and assets including but not limited to Gulf County's deepwater port access, rail access; highway access, intracoastal access; airport access;
 12. Promote and expand the current and future local, regional, state and federal relationships
 13. Identify, develop and seek appropriate grant funding and RESTORE Act funding for Gulf County economic development projects;
 14. Support projects, initiatives and prospect development activities for Gulf County economic development and alert and inform the County officials of said activities and needed assistance;
 15. Conduct regular business retention visits with Gulf County companies to ensure that existing businesses receive the assistance necessary to stay and grow in Florida;
 16. Work with and assist as Gulf County's liaison with Enterprise Florida, Inc. and the Florida Department of Economic Opportunity in seeking information and technical assistance on state-level business incentive programs and other resources that support Gulf County job growth.
 17. Establish local standards and procedure for Gulf County partner response to prospective business inquiries and adhere to the established protocols created by the private and state agencies for prompt, thorough and comprehensive responses to potential project referrals;
 18. Develop and sustain research, publications and data on the development of economic growth within Gulf County that includes the current strategies, industries, community assets, trends, analysis, marketing and funding and assisting both Enterprise Florida, Inc. and the Department of Economic Opportunity with timely reports and information relative to this critical local data for business recruitment.
 19. Support local and state cooperative marketing programs when related to Gulf County promotion including statewide coordinated prospect events, trade missions, and advertising /public relations campaigns;
 20. Marketing the communities of Gulf County and its industry and growth potentials and clearly defining and communicating the unique and distinct economic vision and image of Gulf County;

Communication, Reporting Requirements and Representative Services

21. Establish, foster and continue a strong working relationship with County elected and appointed officials as well as constant communication and dialogue with the County

- Administrator to promote a coordinated economic development effort and activities through the services of the GCEDA.
22. Promote a positive economic development environment where the County and city government entities work cooperatively on sustained economic projects and growth management issues.
 23. Provide recommendations and support to any and all local efforts including County projects for smart growth planning consistent with the Gulf County Comprehensive Plan and its Economic Development findings and master plan.
 24. GCEDA representative and or its Executive Director shall report and present on a regular basis to the County at its regular commission meeting schedule with no lapse in time greater than three (3) consecutive regular Board of County Commission meetings.
 25. GCEDA provide in advance and in conjunction with its regular public presentation and status report to the Board of Commissioners during the regular Commission meeting a written monthly detailed summary and report (inclusive of job creation reports, business development and recruitment reports, sustainability reports and reporting on GCEDA investment and marketing efforts) on the current status of performance and completion of the economic development services and specific benchmarks set forth above by Section I "Economic Development" of this agreement.
 26. GCEDA representative and or its Executive Director shall report to and be available to the individual Commissioners upon reasonable notice for discussion of current economic development projects, strategies, planning and efforts by the entity.
 27. GCEDA representative and or its Executive Director shall report on a regular basis (no greater than three (3) week intervals) to the County Administrator on cooperative projects and potential economic development prospects.
 28. GCEDA shall provide a detailed cost analysis and summary of the economic development areas affected by and involved with the County's quarterly funding and support of the GCEDA programs. GCEDA will provide the summary of the programs and development projects including the names, dates, activity and qualified costs performed. The forms for submission of these financial reports shall be developed by the GCEDA and approved by the County Administrator and/or his designee.
 29. GCEDA shall keep and maintain its financial records related to the operations and use of the County funding in accordance with generally accepted accounting principles, and shall allow the County and or its agents to review and audit same at any time upon reasonable request and notice. GCEDA shall make all such records available for inspection as otherwise may be required by law.
 30. GCEDA shall strictly adhere to all statutory reporting requirements including but not limited to Florida Statute §125.045(4) requiring that no later than September 1st of each calendar year, the GCEDA shall submit a written report to the County detailing the final results of the economic development activities and services funded above in this Section I of the Agreement.
 31. GCEDA shall be responsible for any and all governmental/regulatory fees or taxes associated with the performance of said services.

II. NOTICE: Pursuant to this agreement, any notices, comments, consents, objections, approvals, waivers and elections shall be shall be given by hand delivery with written

confirmation of receipt or writing by U.S. Mail, certified return receipt requested, and all such communications and correspondence shall be addressed as follows:

Gulf County Board of County Commissioners
c/o Don Butler, County Administrator
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

Gulf County Economic Development Alliance, Inc.
c/o Barry Sellers, Executive Director
406 Marina Drive
Port St. Joe, Florida 32456

III. PAYMENT TERMS: County shall pay GCEDA a sum not to exceed EIGHTY THOUSAND and no/100 Dollars (\$80,000.00) inclusive of all applicable taxes according to the terms and specific and full performance of the conditions set forth in Section I above for an annual term of services. The County shall make payment on a quarterly schedule within twenty (20) days following the receipt, review and recommendation of approval for payment from the County Administrator. If any amount in the invoice is disputed by the County, the County shall, notify GCEDA and make partial payment of the amount not in dispute. The County and GCEDA shall schedule to meet within ten (10) days of the notice to resolve any dispute and cure any defect of performing the economic development services.

IV. TERM AND DURATION: This Agreement shall remain in effect for a term beginning October 1, 2012 and ending September 30, 2014. The Agreement is subject to a renewal term of one additional year following the expiration of the initial term upon the approval and authority issued by the Gulf County Board of County Commissioners and memorialized through a mutually acceptable written addendum. The County reserves the right to terminate said Agreement with cause with ninety (90) days written notice to the GCEDA.

V. AMENDMENT, WAIVERS & ASSIGNMENT: This agreement is deemed proprietary and confidential to Gulf County, and may not be sold, assigned, amended, or transferred without the prior written consent of the appropriate Gulf County officials. Neither this Agreement nor any portion of it may be waived or modified orally. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

VI. COMPLIANCE WITH THE LAWS AND REGULATIONS, NOTICE TO AGENCIES & REMEDIES OF LAW: Promptly upon the execution of this Agreement, GCEDA shall apply for the approval and notify the appropriate agencies hereof, officer or authority of any government if such approval and notice is required by any applicable law, ordinance, code or regulation. GCEDA agrees to indemnify and hold harmless the County from and against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of GCEDA to obtain such approval and tender proper notice. This Agreement is made expressly subject to the mutual acknowledgement that both GCEDA and County expressly agree to comply with and abide by all applicable laws,

ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

A. GCEDA shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its services pursuant to this Agreement and shall upon request of the County secure documents evidencing compliance therewith.

B. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Gulf County, Florida, or to the extent any proceeding is removed to federal court, the United States District Court for the Northern District of Florida, Panama City Division.

C. Each party hereto shall have such remedies as are available pursuant to the applicable law for breach or non-performance by the other party.

VII. FORCE MAJURE: Both parties shall not be liable for delay in performance or nonperformance which is due to causes beyond that parties control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, acts of God, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond GCEDA’s reasonable control.

VIII. INDEMNIFICATION, LIMITED LIABILITY AND HOLD HARMLESS: In connection with this Agreement, GCEDA has warranted and represented that it has specialized knowledge and experience for scope of work and/or economic development services it is being contracted to perform. The County is relying on these warranties and representations in this regard made by GCEDA. Accordingly, GCEDA agrees to hold County harmless from any and all damages and liability caused by GCEDA and its negligence with regard to its professional performance and services. Further, to the extent permitted by law (and tort liability limitations set forth by Florida Statutes §768.28 as to the County including those actions to enforce this Agreement, or any provisions herein) GCEDA agrees to indemnify and hold harmless the County and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney’s fees) resulting from a breach by GCEDA of any of the agreements, representations, or warranties of GCEDA contained in this Agreement, or caused by or resulting from any negligent, recklessness, willful or otherwise tortuous act or omission of GCEDA, its agents or employees, in connection with GCEDA’s provision of economic development services and obligations contemplated by this Agreement. The indemnity obligation of GCEDA under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Contract, Gulf County explicitly does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to Gulf County.

The GCEDA shall take due diligence at all times to act within the scope of its professional standards and best practices and other applicable economic development industry guidelines, laws and regulations. Furthermore, the GCEDA shall secure any and all proper instruction, authorization and approval of the Gulf County Board of County Commissioners for procedures and requirements with County policy and spending authority and approval.

IX. SEVERABILITY: If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

X. COMPLAINTS: In the event that the County has a complaint concerning the work, or any material or service used in or pursuant to the scope of work and/or services, or of the conduct of the economic development representative, or any act or omission of GCEDA or its agents, either directly or indirectly, without limitation, County shall make complaint known to GCEDA in writing by certified mail to Contractor's address as set forth above, within one hundred and twenty days (120) days after the date of the completion of the services.

XI. TAXES: GCEDA shall be responsible for all applicable taxes and fees associated with these activity/service costs.

XII. DRUG-FREE WORKPLACE: GCEDA shall have a current and enforced substance abuse policy that holds its employees to the same rules of conduct and tests as the employees of the County as outlined in the Gulf County Drug-Free Workplace Program Policy.

XIII. WORK PLACE, MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT: GCEDA shall furnish and supply all equipment, transportation, hardware, software, tools, materials and consumable supplies required in the performance of the economic development activities and services in this Agreement.

XIV. EQUAL EMPLOYMENT OPPORTUNITY: GCEDA acknowledges that Gulf County has adopted several policies that it must enforce and fully expects its vendors and contractors to comply in strict adherence as well. Accordingly, during the performance of these economic development activities, GCEDA agrees to comply with the requirements of Equal Employment Opportunity. GCEDA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. GCEDA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GCEDA shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause. GCEDA shall in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

XV. MISCELLANEOUS TERMS:

A. GCEDA shall provide with this executed agreement, proof and certification it is lawfully permitted to conduct business in the State of Florida and proof of its good standing with the office of the Florida Department of Corporations, Secretary of State and any and all necessary licensing and certifications for the performance of these economic development services.

B. GCEDA in its performance of the services stated herein, does not act as an agency of the County; nor does the County delegate any legislative or governmental functions to GCEDA, nor does the GCEDA act or serve any advisory capacity to the County representative.

C. GCEDA shall acknowledge, execute, adhere and accept the terms set forth within the attached Gulf County "Independent Contractor Acknowledgement and Agreement" attached hereto as Exhibit "B" and incorporated herein this Agreement.

D. GCEDA shall acknowledge, execute, adhere and accept the terms set forth within the attached Gulf County "Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement" attached hereto as Exhibit "C" and incorporated herein this Agreement.

E. GCEDA shall provide its current Florida Department of State Division of Corporations Report and Registration attached hereto as Exhibit "D" and incorporated herein this Agreement.

F. GCEDA shall provide its Articles of Incorporation filed with the Florida Department of State Division of Corporations attached hereto as Exhibit "E" and incorporated herein this Agreement.

G. GCEDA shall provide its adopted budget 2013-2014 attached hereto as Exhibit "F" and incorporated herein this Agreement.

H. GCEDA shall provide its tentative Reporting and Presentment Schedule to the Gulf County Board of County Commissioners (3 meeting cycles) attached hereto as Exhibit "G".

I. GCEDA shall provide its proposed 2013 State reporting calendar and schedule per Florida Statute §125.045(4) to the Gulf County Board of County Commissioners attached hereto as Exhibit "H".

J. GCEDA shall provide its enacted By-Laws attached hereto as Exhibit "I".

K. GCEDA explicitly acknowledges, concedes and agrees for future continuity and preservation of all County economic development efforts and funding that at any time during representation of the County and or under contract to perform these economic development services for Gulf County that it shall or anticipate any pending dormancy greater than thirty (30) days, insolvency or dissolution of the not-for-profit entity that its Board of Directors shall immediately notify the County in writing of its impending actions and promptly cooperate and offer full assistance pending acceptance in writing by the County in the transfer, assignment and

legal conveyance of the entity designation to Gulf County, transfer of the registered officers/board control to Gulf County and transfer of any and all proprietary rights, business developments, intellectual property, contracts and reasonable and accepted assets and liabilities of the entity. GCEDA fully acknowledges its contractual obligations under this provision and waives any and all defense and or contest to this required transfer.

L. All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

M. This Agreement and its attachments represent the full and entire agreement between the parties.

N. Gulf County Economic Development Alliance, Inc. representative affirms his/her legal authority to execute this Agreement.

{SIGNATURE BLOCKS ON FOLLOWING PAGE (11)}

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

Gulf County Board of County

Commissioners:

ATTEST:

Deputy County Clerk

BY _____
Tynalin Smiley, Chairman

NAME _____
(Please Print)

APPROVED AS TO FORM:

Jeremy T.M. Novak, Gulf County Attorney

Gulf County Economic Development
Alliance, Inc.:

ATTEST:

NAME _____
(Please Print)

BY _____
Guerry Magidson
President GCEDA

ATTEST:

NAME _____
(Please Print)

BY _____
Barry Sellers
Executive Director GCEDA

Exhibit "B"

GCEDA Independent Contractor Acknowledgement and Agreement

ANY AND ALL CONTRACTED ECONOMIC DEVELOPMENT SERVICES CONTRACTED WITH YOU AND OR YOUR ENTITY FOR THE SPECIFIED SERVICES ARE REQUIRED TO ACKNOWLEDGE RECEIPT, SIGN, COMPLY AND ABIDE BY THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT PROVIDED BELOW.

Contractor: **Gulf County Economic Development Alliance, Inc. ("GCEDA")**
Address: 406 Marina Drive, Port St. Joe, Florida 32456

In consideration of the Gulf County Board of County Commission ("County"), being a Florida governmental agency, engages Gulf County Economic Development Alliance, Inc. ("Contractor") as an independent contractor and economic development agent at this time, and for other valuable consideration, receipt of which is hereby acknowledged upon full completion and satisfaction of the economic development services requested, GCEDA hereby covenants and agrees with the County as follows, and GCEDA hereby intends to be legally bound by the following:

1. **Work and Compensation.** GCEDA shall provide to the County the economic development services described in this Agreement and for the compensation set forth in this Agreement and detailed by the agreement between these parties. GCEDA understands that the compensation set forth in this agreement is the total compensation and contribution for providing the economic development services and that GCEDA shall not receive additional compensation of any kind at any time unless said agreement is memorialized in writing and executed by both parties to this agreement.

2. **Completion Schedule.** GCEDA agrees to complete all work according to the schedule set forth by the Agreement and .

3. **Documents, Materials and Supplies Belong to the County.** GCEDA agrees that all books, drawings, property records, work papers, county owner lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, printouts and the studies, if any, that have led to this contract work are the exclusive property of the County. In addition, all papers, notes, data, reference material, documentation, programs, printouts, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the County and or its elected, appointed or hired official officers, directors, trustees, employees, and agents are the exclusive property of the County. GCEDA shall immediately return said items to the County upon termination of its engagement or earlier at the County's request at any time.

4. **Independent Contractor Relationship.** GCEDA is in business as a not-for-profit corporation and the tax identification number is set forth below with the signature of an authorized officer and signer. GCEDA is an independent contractor and not an employee, servant, agent, partner or joint venturer of the County. The County shall determine the work to be done by the contractor, but GCEDA shall determine the legal means by which it accomplishes

the work specified by the County. GCEDA shall furnish its own labor, equipment and materials. The County is not responsible for withholding, and shall not withhold, FICA or other employment taxes of any kind from any payments which it owes Contractor. The County shall issue a 1099 rather than a W-2 form. GCEDA is not entitled to receive any benefits which employees of the County are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of your work for the County. GCEDA shall maintain any required occupational licenses in Gulf County throughout the term of its engagement. GCEDA shall furnish the County and/or its management/administration with current certificates and proofs of payment that it has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the County may require of it from time to time.

5. **Representations.** GCEDA hereby represents and agrees that: it has the right to enter into this Agreement; its engagement with the County does not violate any other contract or covenant that it has made with any other person, firm or entity.

6. **Term.** This Agreement is effective as of the date the GCEDA begins performing services for the County (within 10 days of the executed date of this agreement) and shall continue in effect until the completion of the services in accordance with the Agreement detailing the scope and term for the services.

7. **Miscellaneous.** Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The GCEDA may waive a provision of the Agreement only in a writing signed by an authorized signer on behalf of the County and specifically stating what is waived. The rights of the County under the Agreement may be assigned, but GCEDA may not assign its rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future employment or future engagement and does not change the fact that Contractor's engagement may be terminated at any time by the County. This Agreement is null and void after Contractor's engagement terminates. No change, addition, deletion or amendment of this or any Agreement shall be valid or binding upon the County unless in writing and signed by an authorized person on behalf of the County. This Agreement in addition to the other terms and agreements supersede and replace any other agreement between the County and the Contractor. This Agreement shall be governed by Florida law. The parties agree that Gulf County, Florida, is proper venue for any action arising out of this Agreement. The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorney's fees from the other party for all matters, including but not limited to appeals.

GCEDA hereby accepts and agrees to this Independent Contractor Agreement.

Contractor: _____

By: Guerry Magidson

Witness _____

Printed Name

Exhibit "C"

Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement

ANY AND ALL ECONOMIC DEVELOPMENT SERVICES CONTRACTED WITH YOU AND OR YOUR ENTITY FOR THE SPECIFIED SERVICES ARE PREMISED ON YOUR REPRESENTATIONS TO THIS GULF COUNTY BOARD OF COUNTY COMMISSION AND YOUR REQUIRED ACKNOWLEDGMENT FOR THE RECEIPT, REVIEW, EXECUTION AND STRICT COMPLIANCE AND TO ABIDE BY THE TERMS OF THIS TRUTH IN NEGOTIATION AND CONFLICT OF INTEREST AGREEMENT PROVIDED BELOW.

GCEDA warrants that GCEDA has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that GCEDA has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the GCEDA shall also act as the execution of a truth in negotiation certificate certifying that the rates, charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

The GCEDA represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The GCEDA further represents that no person having any interest shall be employed for said performance.

The GCEDA shall promptly notify the County Administrator and County Attorney, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the GCEDA may undertake and request an informed determination from the County Administrator and County Attorney as to whether the association, interest or circumstance would be viewed by the County Administrator and County Attorney as constituting a conflict of interest if entered into by the Contractor. The County agrees to notify the GCEDA of its opinion by certified mail within thirty (30) days of receipt of notice by the Contractor. Such determination may be appealed to the Board of County Commissioners by the GCEDA within thirty (30) days of the County Representative's notice to the Contractor. If, in the opinion of the County Administrator

or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notice and the GCEDA shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the GCEDA under the terms of this Contract.

The GCEDA hereby accepts and agrees to this Truth in Negotiation and Conflict of Interest Acknowledgment and Agreement.

Contractor: **Gulf County Economic Development Alliance, Inc. ("GCEDA")**
Address: 406 Marina Drive, Port St. Joe, Florida 32456

By _____
Authorized Signature
Printed Name & Title: Guerry Magidson, President

Tax identification number: _____

Witness _____

Printed Name

Please note the additional documents below will be forthcoming and required as part of the final agreement before its execution

- Exhibit "D" GCEDA Florida Department of State Division of Corporations Report and Registration
- Exhibit "E" GCEDA Articles of Incorporation
- Exhibit "F" GCEDA adopted budget 2013-2014
- Exhibit "G" GCEDA Reporting and Presentment Schedule to County (3 meeting cycles)
- Exhibit "H" GCEDA State reporting calendar and schedule per Florida Statute §125.045(4)
- Exhibit "I" GCEDA enacted By-Laws

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) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcountry-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: DON BUTLER, COUNTY ADMINISTRATOR
DATE: APRIL 3, 2013
RE: TURTLE AND SHOREBIRD MONITORING AGREEMENTS AND INVOICE

Please find attached, Scope of Work agreements, pursuant to DEP Agreement No: 13GU1 and U.S. Fish and Wildlife Biological Opinion FWS Log 4-P-07-056 requirements, for Turtle Monitoring and Shorebird Monitoring for 2013. Also attached, is also an invoice for previous work completed for shorebird monitoring on the previous Scope of Work.

If anyone has any questions or concerns, please do not hesitate to contact me at anytime.

Thank you.

2013 APR -3 PM 12:12

Lynn Lanier

From: Michael Dombrowski, P.E. <md@mrd-associates.com>
Sent: Tuesday, April 02, 2013 1:28 AM
To: Donald Butler
Cc: Lynn Lanier
Subject: St. Joseph Peninsula - Shorebird Monitoring Scope of Work
Attachments: 2013-03-01 SJP Shorebird Monitoring Scope of Work for 2013.pdf

Importance: High

Don/Lynn,

Attached is our Scope of Work to continue the Shorebird Monitoring Services that has been on-going since 2008. Field surveys have been performed by Ms. Barbara Ells of St. Joe Beach. The monitoring is conducted in accordance with the U.S. Fish and Wildlife Service (USFWS) Biological Opinion for the St. Joseph Peninsula beach fill project.

Please note there is an increase of \$300.00 over last year to pay for repairs to the ATV which should extend the life of the ATV for another few years. The ATV is used by Ms. Ells to cover the over 8 miles of monitoring limits. MRD will continue to prepare the reports containing the results to the USFWS.

Because this monitoring program is a condition of the U.S. Army Corps of Engineers permit and no longer the State of Florida Department of Environmental Protection permit, these services will not be cost-shared by the State of Florida.

Please review and if no comments please place on the next available BCC Agenda for consideration.

Should you have any questions please feel free to contact me at 850.654.1555. Thank you.



Michael R. Dombrowski, P.E.
President
543 Harbor Boulevard, Suite 204
Destin, Florida 32541
(850) 654-1555 • fax (850) 654-0550
md@mrd-associates.com
www.mrd-associates.com

St. Joseph Peninsula Beach Restoration Project

Post-Construction Shorebird Monitoring Services

March 01, 2013

SCOPE OF WORK

Pursuant to Pursuant to the U.S. Fish and Wildlife (USFWS) Biological Opinion FWS Log 4-P-07-056 (Item 12 of the Terms and Conditions – Protection of Species), annual shorebird surveys are required between February 15, 2013 and February 14, 2014. MRD ASSOCIATES, INC. [ENGINEER] will provide the following services along the 7.5 mile St. Joseph Peninsula Beach Restoration Project [PROJECT] for GULF COUNTY [COUNTY].

Task 5.0. SHOREBIRD MONITORING PROGRAM

Surveys for nesting and non-breeding shorebirds will be conducted by trained, dedicated individuals (Shorebird Monitor) with proven shorebird identification skills and avian survey experience. The surveys will be conducted by Ms. Barbara Eils and will use the following survey protocols:

- a) Bi-monthly (once every two weeks) surveys shall be conducted between February 15, 2013 and February 14, 2014 under this authorization.
 1. At Least one of the bi-monthly surveys April through October shall occur on a weekend to document the amount of recreational pressure potentially occurring along the PROJECT shoreline.
- b) Nesting shorebird surveys of the PROJECT limits shall continue through August or through fledgling or loss of identified nests or hatchlings, whichever is later. Non-breeding surveys shall be conducted concurrently with nesting surveys and extend to February 2014.
- c) Surveys will be conducted by traversing the length of the PROJECT area and visually inspecting, using binoculars or spotting scope, for the presence of shorebirds exhibiting breeding behavior.
- d) An ATV will be used to cover large project areas and will be operated at a speed of less than 6 mph, shall be run at or below the high-tide line, and the Shorebird Monitor will stop at no greater than 200 meter intervals to visually inspect for nesting activity.
- e) Once breeding is confirmed by the presence of a scrape, eggs, or young, the Bird Monitor will notify the Regional Non-game Biologist of the FWC at (561) 648-3205 within 24 hours.
 1. All breeding activity will be reported to the FWC Beach-Nesting Bird website (<http://myfwc.com/shorebirds/BNB/default.asp>) within one week of data collection.
 2. Observations of breeding and non-breeding shorebirds should be reported to the Shorebird- Seabird Occurrence Database within one month of collection.
- f) Surveys of the Gulf beaches for piping plover use within the PROJECT limits shall be documented bi-monthly and concurrently with nesting and non-breeding surveys. Information shall be maintained in a database (i.e., Access or Excel). Negative survey data and the amount and type of recreational pressures will also be documented. Locations of piping plovers shall be recorded using a Global Positioning System (GPS) and incorporated into the database. When piping plovers are seen, the habitat type (intertidal area, mid-beach etc.) and behavior (foraging, roosting, etc.) should also be recorded into the spreadsheet.

- g) Data collected on non-breeding shorebirds will be compatible with, and reported to, the Shorebird-Seabird Occurrence Database (<http://myfwc.com/shorebirds/Obs/default.asp>). Surveys for non-breeding shorebirds will be conducted once every 2 weeks. The purpose of this data collection is to provide valuable information on the use of restored beaches to shorebirds.

FINAL DELIVERABLES

Refer to individual Task Descriptions

PROJECT SCHEDULE

Bi-monthly (once every two weeks) surveys shall be conducted for a one-year period between February 15, 2013 and February 14, 2014.

COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay MRD the "Not-To-Exceed" fees and expenses of \$5,800.00 for this work. MRD will invoice the COUNTY for one-half of the fees and expenses in June 2013 and the balance (one-half) upon completion of the work in February 2014.



Michael R. Dombrowski, President
MRD Associates, Inc.

Tan Smiley, Chairman
Gulf County Board of County Commissioners

Lynn Lanier

From: Michael Dombrowski, P.E. <md@mrd-associates.com>
Sent: Tuesday, April 02, 2013 1:19 AM
To: Donald Butler
Cc: Lynn Lanier
Subject: St. Joseph Peninsula - Marine Turtle Monitoring Scope of Work
Attachments: 2013-03-15 SJP Marine Turtle Monitoring Scope of Work for 2013.pdf

Importance: High

Don/Lynn,

Attached is our Scope of Work to continue the Marine Turtle Monitoring Services that has been on-going since 2008 by the local Gulf County Turtle Patrol. The monitoring is conducted in accordance with the U.S. Fish and Wildlife Service (USFWS) Biological Opinion for the St. Joseph Peninsula beach fill project and the Habitat Conservation Plan (HCP).

Please note there is an increase of \$6,750 over last year costs due to the need to replace an ATV/UTV that has been in use since 2008. The ATV/UTV is used by the local volunteers to cover the over 6 miles of project limits on a daily monitoring.

Because this monitoring program is a condition of the U.S. Army Corps of Engineers permit and no longer the State of Florida Department of Environmental Protection permit, these services will not be cost-shared by the State of Florida.

Please review and if no comments please place on the next available BCC Agenda for consideration.

Should you have any questions please feel free to contact me at 850.654.1555. Thank you.



Michael R. Dombrowski, P.E.
 President
 543 Harbor Boulevard, Suite 204
 Destin, Florida 32541
 (850) 654-1555 • fax (850) 654-0860
 md@mrd-associates.com
 www.mrd-associates.com

St. Joseph Peninsula, Gulf County, Florida

Sea Turtle and Escarpment Monitoring 2013

March 15, 2013

SCOPE OF WORK

The last load of sand was placed within the limits of the 7.5-mile "St. Joseph Peninsula Beach Restoration Project" [PROJECT] on January 03, 2009. Pursuant to the U.S. Fish and Wildlife (USFWS) Biological Opinion FWS Log 4-P-07-056 (Item 10 of the Terms and Conditions – Protection of Species), and the terms of the Gulf County Habitat Conservation Plan (HCP), Sea Turtle and Escarpment Monitoring is required to be conducted on an annual basis. This SCOPE OF WORK is to supply all personnel, labor, materials and incidentals required to conduct the required monitoring surveys and reporting, including supervision, equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for complete performance of these services and obligations. The following services will be provided by the Gulf County Turtle Patrol [Turtle Patrol], the University of Florida IFAS Unit Wildlife Ecology and Conservation, and MRD ASSOCIATES, INC. [MRD] to GULF COUNTY [COUNTY]:

1.0. MONITORING SERVICES

1.1. Survey Limits and Timeframes

The surveys shall be conducted daily between May 1st and October 31st, and shall cover the entire 5.9-mile length of the "County Beach Segment" [PROJECT] that extends from the southern boundary of the St. Joseph Peninsula State Park (R-74 8) south to the Stumphole Revetment at R-105.5 (south). The nesting surveys shall be conducted daily between sunrise and 09:00 a.m. and consist of one round-trip "sweep" of the PROJECT. The Florida Park Service will be responsible for conducting daily monitoring, relocation services, data collection and reporting for the 1.6 mile "State Park Beach Segment".

1.2. Monitoring, Relocation and Data Collection

Crawl and nesting activity data shall be obtained. Data collected during surveys will include number and type of false crawls, number of nests, and location of nests. Crawl and nest locations will be marked with a hand-held sub-meter GPS and will be recorded in latitude and longitude. Any abnormalities in crawls or nests will be documented as well as any signs of disorientation in the nesting female. The following measurements will be taken and recorded: crawl width, crawl length, height of crawl (and/or nest) above the mean high water mark, distance from nest to nearby structures (natural or man-made), number of eggs, and depth to top of clutch. The nest will be marked with four stakes, flagging tape, and a FWC turtle sign. Additional stakes will be placed in the dune in case the nesting stakes are removed.

All nests will be checked daily during the morning "sweep" for signs of disturbance, depredation or erosion. The number of nests inundated, lost to erosion, disturbed or depredated will be recorded. Beginning at 45 days incubation, nests will be observed for signs of hatching. Hatching inventories will be conducted following all standard FWC protocols. Hatching emergences will be observed for signs of disorientation. Data collected will include the number of: un-hatched eggs, depredated eggs, live pipped eggs, dead pipped eggs, live hatchlings in the nest, dead hatchlings in the nest, hatchlings emerged, hatchlings disoriented and hatchlings depredated.

1.3. Reports

Reports on all nesting activity shall be prepared for the nesting season and shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any), names of all personnel involved in nest surveys and relocation activities, and any other information or data listed in Task 1.2 above. Data should be reported separately for the restored areas (R-74.8 to R-105.5) and for the un-restored length of adjacent southern beach (R-105.5 to R-109, if available). Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted to the COUNTY by December 15th of the same year.

1.4. Dead, Injured or Threatened Sea Turtle

Upon locating a dead, injured, or sick endangered or threatened sea turtle specimen, initial notification must be made to the FWC at 1-888-404-FWCC. Care should be taken in handling sick or injured specimens to ensure effective treatment and care and in handling dead specimens to preserve biological materials in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

1.5. Weekly Escarpment Surveys

Weekly escarpment surveys of the PROJECT (R-74.8 to R-105.5) shall be conducted during the sea turtle monitoring (May 1st to October 31st), and shall include the following:

The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

Weekly escarpment survey results shall be submitted to the COUNTY or their representative within three (3) days of survey completion. An annual summary of escarpment surveys and actions taken must be submitted to the COUNTY by December 15th of the same year.

2.0. MONITORING PROGRAM OVERSIGHT AND REPORTING

The services under Section 2.0 are to supply all personnel and labor required to provide oversight and reporting services of the daily monitoring surveys. Monitoring oversight services will extend from April 1st through December 15th upon completion of the annual monitoring report. Daily services will extend from May 1st to October 31st (sea turtle nesting season). These oversight services include, but not limited to:

- 2.1. Provide oversight, direction and monitor the progress of the Turtle Patrol members on FWC/USFWS methods and procedures in conducting, reporting and nest monitoring and relocation services (Task 1.2 above) to ensure that the permit conditions are met. This shall include escarpment monitoring and reporting.

SUPPLEMENTAL AGREEMENT 2013
St. Joseph Peninsula, Gulf County, Florida

Sea Turtle and Escarpment Monitoring 2013

- 2.2. Coordinate with the Turtle Patrol to ensure that daily survey schedules are met;
- 2.3. Coordinate with the Turtle Patrol and COUNTY on the weekly escarpment survey and reporting. These reports shall be submitted by the Turtle Patrol to the COUNTY or their representative within three (3) days of survey completion;
- 2.4. Compile and review the data collected by the Turtle Patrol to ensure the information and format requirements are met;
- 2.5. Review the annual monitoring report. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted to the COUNTY by December 15th of the same year; and,
- 2.6. Oversee the relocation of turtle nests – only if relocation is required.

DELIVERABLES

Refer to individual tasks.

PROJECT SCHEDULE AND COMPENSATION

This Scope of Work will commence on April 1, 2013 and end on March 31, 2014. The COUNTY shall pay MRD the lump sum fees and expenses of \$56,285.00 for this work and will be invoiced the COUNTY in April 2013.

Michael R. Dombrowski

Michael R. Dombrowski, President
 MRD Associates, Inc

Tan Smiley, Chairman
 Gulf County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

100 COUNTY COMMISSIONERS BUILDING ROOM 202 PORT ST. JOE, FLORIDA 32456

Application for appointment to
Gulf County Advisory Board or Council

Name: Charlene Burke Date: 4/3/13

Gulf County Advisory Board or Council Vacancy that you are submitting this application for:

TDC

Organization/Business: About Fun Charters

Business Address: 130 Atlantic St. Port St. Joe, FL 32456

Home Address: 130 Atlantic St. Port St. Joe, FL 32456

Telephone: 850-340-1035

Email Address: info@aboutfuncharters.com

Business Website: info@aboutfuncharters.com

Qualifications

Please describe your area of expertise and/or interest that will benefit the citizens of Gulf County, the Gulf County Board of County Commissioners in their duties to the citizens, and the other members of this advisory board or council. (Please attach to this page if additional space is needed and additional resume and attachments you feel will be helpful in this review and consideration.)

My name is Charlene Burke, I am a small
business owner here in Gulf County that works
directly with, and depends on tourism. My family
has been in Gulf County since 2002. My children
have grown up here and attend Port St. Joe High
School. I also work for the University of Florida
as a Marine Biologist, working with the seafood
industry in Franklin and Gulf Counties. My
employment at the University of Florida includes
serving on an advisory board on Franklin County
Seafood Task Force. I am familiar with Florida

2013 APR -3 PM 12:10

CLARENCE W. McIVER
Chair

WYATT RAYNE
District 1

RODNEY BROWN
District 2

CHRISTOPHER
District 3

WARREN SPANIER
District 4

Sunshine Laws. I am proud to be a member of the Gulf County Community and love it's rich history. As a business owner that works directly with tourism I meet folks that visit our area and fall in love with it enough to come back year after year. I want to help the TDC find ways to keep our small community appeal ~~and~~ ^{yet} bring ^{new ideas} ~~and~~ to increase tourism.

I have reviewed the Gulf County guidelines and policies of the advisory board or council for which I submit this application. I have also reviewed and acknowledge my understanding and strict compliance with all county policy and procedures which include both the Gulf County Sunshine and Open Public Meeting Policy as well as the Gulf County Public Records Policy should I be selected and appointed in this advisory role. By signing below I hereby certify my understanding and agree to adhere to all regulations and terms as set forth by the Gulf County Board of County Commissioners in its expectations and requirements of my advisory role. As a member of this advisory board or council I will remain in good standing with the Gulf County Board of County Commission and understand that I must meet at all times the necessary requirements to carry out this vital role in the proper function of county business and governance and my compliance with all local and State responsibilities that come with the appointment.

Signed: Charlene Burke Date: 4/3/13
 Printed Name: Charlene Burke
 Title: Owner
 Company: About Fun Charters

DAVID E. MILLER, JR. W. D. SIMMONS, JR. J. D. BARNETT J. D. BARNETT J. D. BARNETT
 Clerk Clerk Clerk Clerk Clerk



Apalachee Regional Planning Council

39

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson
Liberty, Leon and Wakulla Counties and their municipalities

March 22, 2013

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

Re: Gulf County Small Quantity Generator Verification Contract

Dear Mr. Butler:

Pursuant to Chapter 403.7234 (2), *Florida Statutes*, Gulf County must verify the management practices of at least twenty percent (20%) of the small quantity generators (SQG) identified in the County's SQG assessment roll. In the past, the Apalachee Regional Planning Council (ARPC) has provided this service to Gulf County under contract and would like to continue providing this service in FY 2012/2013.

The verifications for FY 2012/2013 must be completed by June 30, 2013. Enclosed are two copies of a contract between Gulf County and the ARPC to conduct the SQG verifications. If the County decides to continue to contract with the ARPC for this service, please have the County Commission Chairman and County Clerk of Court sign both copies. Please keep one copy for your records and return one fully executed copy of the contract to the ARPC.

If you have any questions or we can be of assistance, please contact Keith McCarron at the Council's Tallahassee office, (850) 488-6211, ext. 105.

Sincerely,

Charles D. Blume
Executive Director

Enclosures

2013 APR - 3 PM 12:12

39

4/9/13 u...

AGREEMENT BETWEEN THE
COUNTY OF GULF
AND THE
APALACHEE REGIONAL PLANNING COUNCIL

This Agreement is entered into this ____ day of _____, 2013, by and between Gulf County, hereinafter referred to as the County, and the Apalachee Regional Planning Council, herein referred to as the Council.

WITNESSETH

WHEREAS, the County in furtherance of its duties desires to engage the Council to render technical or professional services; and

WHEREAS, the Council possesses the qualifications and expertise to perform the services required by the County.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The Council agrees to provide services to the County in accordance with the terms and conditions set forth below.

The Council will perform the small quantity generator notification and verification program responsibilities for the County as required by Sections 403.7234 and 403.7236, Florida Statutes. The work will be carried out in accordance with the Florida Department of Environmental Protection (FDEP) *Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program* (September 2009) as referenced in Rule Chapter 62-731.030, Florida Administrative Code.

Specific tasks to be completed by the Council include:

- Complete the annual verification of hazardous waste management practices for twenty percent (20%) of the active and potential small quantity generators on the County assessment role as required by Sections 403.7234 and 403.7236, Florida Statutes and enter verification information into the CHAZSQG on-line database as required by FDEP. All verifications will be made by on-site visits to the places of business of small quantity generators.

- Notify all known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact if a facility needs additional information concerning compliance assistance.
- Submit an annual report to FDEP summarizing the small quantity generator notification and verification activities for the pas year.

ARTICLE II - COMPENSATION

In consideration for services received, the County agrees to pay to the Council upon completion of services a lump sum of Two Thousand Dollars (\$2,000.00) for the work required to fulfill the Council's requirements to this Agreement.

ARTICLE III - TIME OF COMPLETION

The Council agrees to perform the required services by June 30, 2013.

ARTICLE IV - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Council shall be reimbursed for all its actual costs incurred in providing services hereunder as costs are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Council pursuant to this Agreement shall become the property of the County. The defaulting party shall pay any attorney's fees incurred by the non-defaulting party if a lawsuit for a violation of the Agreement is filed and recovery is made.

ARTICLE V - GENERAL TERMS AND CONDITIONS

a. Non-Discrimination. In carrying out the work of this Agreement, the Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Council, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin. The Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

b. Assignability. The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County.

c. Representation for the Parties. Any questions relating to the performance of this Agreement shall be directed to the County Administrator or other appropriate executive official of Gulf County or the Executive Director of the Apalachee Regional Planning Council, as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2013.

BY: 
CHAIRMAN
APALACHEE REGIONAL
PLANNING COUNCIL

BY: _____
CHAIRMAN
GULF COUNTY
BOARD OF COMMISSIONERS

ATTEST:

BY: 
EXECUTIVE DIRECTOR
APALACHEE REGIONAL
PLANNING COUNCIL

BY: _____
CLERK OF COURT
GULF COUNTY

Lynn Lanier

From: Gary Thompson <garyt@gtcom.net>
Sent: Tuesday, March 26, 2013 1:32 PM
To: llanier@gulfcountry-fl.gov
Subject: Wewa Dixie Softball Community Building Request 4-17-13

Lynn,

We wanted to thank you for the follow up and getting the request to the BOCC for using Honeyville Community Building on March 29, 2013. Please let us know if the request is approved.

We would also like to request the availability and waiver on Friday May 17th for the Wewa Dixie Softball Banquet. The baseball team will be holding their banquet on Saturday May 18th at the same location and if available both leagues can help with setup and cleanup at the end of each event. Please let us know if the building is available on May 17th and any additional information needed to submit to BOCC for approval.

Sincerely,

Available per P.W.

Gary Thompson
WDSL
850-624-5389

2013 MAR -3 PM 1:13

From: BOCC [mailto:BOCC@gulfcountry-fl.gov]
Sent: Wednesday, March 20, 2013 4:15 PM
To: garyt@gtcom.net
Cc: Jake Lewis
Subject: RE: Wewa Dixie Softball Community Building Request 3-29

Mr. Thompson,
I have received your request and will present it to the BOCC Tuesday morning. I have already asked if it was available for this date. The answer is yes, but please note that all areas used will need to be cleaned after you use them, as the building is scheduled for use on Saturday and Sunday.

Thank you,

Lynn Lanier
Deputy Administrator
Gulf County BOCC
1000 Cecil G. Costin Sr., Blvd.
Port St. Joe, FL 32456
(850) 229-6106
(850) 227-8973 Mobile
(850) 229-9252 Fax
llanier@gulfcountry-fl.gov

Under Florida Law e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

The information contained in this e-mail message and its attachments is privileged and confidential information intended for the sole use of the intended recipient(s) or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy all copies of this message and attachments in all media.

From: Gary Thompson [<mailto:garyt@gtcom.net>]
Sent: Wednesday, March 20, 2013 4:32 PM
To: bocc@gulfcounty-fl.gov
Subject: Wewa Dixie Softball Community Building Request 3-29

Mr. Butler,

The Wewa Dixie Softball League would like to request a waiver for the Honeyville Community Building on Friday March 29th from 4PM – 8PM. We would like to use the building for team photos and avoid any issues with weather or lighting. Please add this request to this Tuesday's board meeting. Let me know if you need any additional information.

Thank you,

Gary Thompson
Wewahitchka Dixie Softball League
850-624-5389 cell
850-387-1424 office
866-379-7990 fax
Garyt@gtcom.net



MEMORANDUM

Date: March 29, 2013

From: Chris Holley, Interim Manager, Gulf Consortium

To: Gulf Consortium Counties

RE: Invoice for Gulf Consortium Transition Budget

2013 MAR -3 P1/P2:13

At the last Gulf Consortium Meeting, February 28, 2013, in Bay County, the Director's unanimously approved the Executive Committee's recommendation for the Gulf Consortium Transition Budget Allocations covering April 1, 2013 – September 30, 2013. Enclosed is your county's invoice reflecting the allocation.

With your investment, the Gulf Consortium was formed to promote a recovery effort that is economically efficient, transparent and devoid of bureaucracy. The Gulf Consortium is a public entity that operates fully under Florida's sunshine laws. We adhere to public records and public meeting requirements and like a state agency, we will report to the Auditor General and Florida's Chief Financial Officer. We will also operate under rules issued by the U.S. Treasury for federal reporting and auditing requirements.

This allocation will cover the next six months of operational expenses of the Consortium. If RESTORE Act fines become available within the next six months, thereby eliminating/reducing the need for these allocations, any remaining amounts will be brought before the Gulf Consortium for disposition.

The Gulf Consortium is an unprecedented partnership between local, state and federal governments. We believe that we have all the right people at the table to ensure that any funds from the RESTORE Act are invested with transparency, accountability and most of all to protect Florida's ecosystems and promote economic recovery for the entire state.

Please contact myself or Doug Darling at cholley@fl-counties.com or ddarling@fl-counties.com or 850-922-4300.

Thank you for your continued support of the Gulf Consortium.

INVOICE

Gulf

Invoice Date: March 27, 2013
Terms: Payable upon receipt

For: Gulf Consortium Proportional Share

\$ 3540.00

Please make checks payable to:

GULF CONSORTIUM

100 South Monroe Street

Tallahassee, FL 32301

*****Please note NAME CHANGE/address change***

Phone: 850-922-4300

EIN: 46-1662290

Lynn Lanier

From: Michael Dombrowski, P.E. <md@mrd-associates.com>
Sent: Tuesday, April 02, 2013 1:32 AM
To: Donald Butler
Cc: Lynn Lanier
Subject: St. Joseph Peninsula - Shorebird Monitoring MRD Invoice for Services Between September 2012 and February 2013
Attachments: Invoice #1612 12-210 SJP Shorebirds 2012-09-01 to 2013-02-14.pdf

Don/Lynn,

Attached is our invoice for Shorebird Monitoring Services conducted between September 1, 2012 and February 14, 2013.

Please review and if no comments please place on the next available BIC Agenda for consideration.

Should you have any questions please feel free to contact me at 850.654.1555. Thank you..... Michael



Michael R. Dombrowski, P.E.
President
943 Harbor Boulevard, Suite 204
Ocala, Florida 32541
850) 654-1555 • fax (850) 654-0650
md@mrd-associates.com
www.mrd-associates.com

INVOICE Number 1612

March 31, 2013

Mr. Donald Butler, Chief Administrator
Gulf County Board of County Commissioners
 1000 Cecil G. Costin, Sr. Boulevard
 Port St. Joe, Florida 32456



mrd associates, inc.

Coastal, Marine & Water Resources Engineering

543 Harbor Blvd., Suite 204
 Destin, Florida USA 32541
 850.654.1555 • (fax) 654.0550

Project Name: St. Joseph Peninsula Post-Construction Shorebird Monitoring Services
Project Number: 12-210.17
Invoice Period: September 1, 2012 to February 14, 2013

Description of Professional Services:

| Item Description | Percent Complete This Period | Item-Total |
|--|------------------------------|--------------------|
| Task 5.0. <u>Shorebird Monitoring Program</u> | | |
| <i>Budget</i> \$ 5,500.00 (100.0%) | | |
| <i>Prior Billing</i> \$ 2,750.00 (50.0%) | | |
| <i>Available Balance</i> \$ 2,750.00 (50.0%) | 50.0% | \$ 2,750.00 |
| DUE WITHIN 30 DAYS OF RECEIPT | TOTAL INVOICE | \$ 2,750.00 |

Please remit payment of **\$ 2,750.00** to the address shown in the letterhead. Should you have any questions regarding this invoice, please contact me at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski, P.E.
 Principal Engineer

APPROVED FOR PAYMENT

Date 4/3/13 D.H. SR

Acct. # 28039-34000

cc: Lynn Lanier, Deputy Administrator



1150 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

Invoice Number 0213571
Invoice Date February 28, 2013
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

Don Butler
Gulf County, FL
1000 Cecil G. Costin Sr. Blvd.
Room 302
Port St. Joe, FL 32456

Manager Valerie L. Gelnovatch

| | | Current Amount |
|------------------------------|---------------------------|-------------------|
| REIMBURSABLE EXPENSES | | |
| Telephone | ALLIEDTELE 02/13 Internet | 8.99 |
| Telephone | PAETEC Jan 2013 | 6.93 |
| Invoice Total | | <u>15.92</u> |

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT

Date 4/2/13 D.H. LL

Acct. # 21111-31200

2013 APR 13 11:13 AM

Invoice



1120 20th St, N.W., Suite 500-S
 Washington, DC 20036
 Billing Phone: 202.349.0420
 E-Mail: billing@alliedtelecom.net
www.alliedtelecom.com

Inv. Reference No: 96103
Bill Date: 1/2/2013
Payment Due: 2/15/2013
Service Period: 2/1-28/2013

The Ferguson Group
Attn: Darrel Ricketts
1130 Connecticut Ave. N.W. Suite 300
Washington DC 20036

| Service Description | Quantity | Rate | Amount |
|---|----------|----------|-------------------|
| 10 Mbps Dedicated Internet Access | 1 | 1,400.00 | 1,400.00 |
| 3 Mbps/768 KBps Dedicated Internet Access | 1 | 200.00 | 200.00 |
| Monthly Charge | | | \$1,600.00 |
| Payments/Adjustments | | | \$0.00 |
| Total Balance Including Prior Unpaid | | | \$1,600.00 |

| | |
|---------------------------|-------------|
| 0260-SANJUANWATER | \$ 8.99 |
| 0279-SHELBYCOUNTY | \$ 8.99 |
| 0301-BUTTECOUNTY | \$ 8.99 |
| 0303-FAYETTEVILLE | \$ 8.99 |
| 0305-WINSTONSALEM | \$ 8.99 |
| 0318-OAKRIDGE | \$ 8.99 |
| 0348-COLLIERCOUNT | \$ 8.99 |
| 0354-PALMBAY | \$ 8.99 |
| 0357-MCHENRYCOUNT | \$ 8.99 |
| 0371-COLLEGE PARK | \$ 8.99 |
| 0377-NATAT | \$ 8.99 |
| 0381-PBEA | \$ 8.99 |
| 0382-SHOTSPOTTER | \$ 8.99 |
| 0386-SANLUISOBISP | \$ 8.99 |
| 0397-SANJOAQUINGB | \$ 8.99 |
| 0401-BCAG | \$ 8.99 |
| 0402-LENOIR | \$ 8.99 |
| 0404-MIDPENINSULA | \$ 8.99 |
| 0412-CCROCK | \$ 8.99 |
| 0417-YAKIMABASIN | \$ 8.99 |
| 0418-PAX | \$ 8.99 |
| 0425-HAMILTONCO | \$ 8.99 |
| 0484-KLAMATH | \$ 8.99 |
| 0507-NRPA | \$ 8.99 |
| 0510-MAC | \$ 8.99 |
| 0528-LOWERPROVIDENCE | \$ 8.99 |
| 0549-NCAEC | \$ 8.99 |
| 0551-PWD | \$ 8.99 |
| 0560-PEORIA | \$ 8.99 |
| 0580-BUCKETT | \$ 8.99 |
| 0588-PIKE | \$ 8.99 |
| 0605-OLAUGHLIN | \$ 8.99 |
| 0614-GREGORY | \$ 8.99 |
| 0618-IIDENERGY | \$ 8.99 |
| 0620-MCNC | \$ 8.99 |
| 0631-MERCEDID | \$ 8.99 |
| 0668-GLOBAL JUSTICE | \$ 8.99 |
| 0679-SkyTran | \$ 8.99 |
| 0711-Gulf County | \$ 8.99 |
| 0713-Petersburg | \$ 8.99 |
| 0714-The Energy Coalition | \$ 8.99 |
| 0718-WSWRA | \$ 8.99 |
| 0728-PORTOLYMPIA | \$ 8.99 |
| 0730-WATEREUSE | \$ 8.99 |
| 0731-AEROGEN | \$ 8.99 |
| 0739-KARI TECHNOLOGIES | \$ 8.99 |
| 0742-SEC | \$ 8.99 |
| | \$ 1,600.00 |



ATTN: Customer Care
600 WillowBrook Office Park
Fairport, NY 14450

Billing Invoice

Return Service Requested

Check here for change of address (note changes below)

FERGUSON GROUP, LLC, THE ATTN: DARREL RICKETTS
1130 CONNECTICUT AVE NW
WASHINGTON, DC 20036

PAETEC
P.O. Box 1283
Buffalo, NY 14240-1283

| Account Number | Invoice Date | Total Amount Due |
|----------------|--------------|------------------|
| 61110493 | Jan 22, 2013 | \$2,460.28 |
| Invoice Number | Due Date | Amount Enclosed |
| 54465559 | Feb 15, 2013 | |

00000000000061110493613021500002460281301220000544655597

Please detach and return above portion with your payment



ATTN: Customer Care
600 WillowBrook Office Park
Fairport, NY 14450

| Account Number | Invoice Date | Total Amount Due |
|----------------|--------------|------------------|
| 61110493 | Jan 22, 2013 | \$2,460.28 |

Summary of Charges - Invoice 54465559

| | |
|---|-------------------|
| PREVIOUS BALANCE | \$1,227.47 |
| Payments | \$0.00 |
| Balance Forward - Due upon receipt | \$1,227.47 |
| Monthly Charges | \$988.04 |
| Usage Charges | \$0.51 |
| Credits | \$0.00 |
| Other Charges | \$24.41 |
| Taxes and Surcharges | \$219.85 |
| New Charges - Due by Feb 15, 2013 | \$1,232.81 |
| TOTAL INVOICE AMOUNT | \$2,460.28 |

Important Messages

Notice Regarding the Federal Universal Charge

The Federal Communications Commission (FCC) has amended the Federal Universal Service Fund (USF) rate. Effective January 1, 2013, the rate for all customers will decrease from 17.4% to 16.1%. This fee results from a required federal contribution to support services in high-cost areas, low-income customers, schools, libraries, and rural health care providers. You will see this charge itemized under Taxes and Surcharges on your Invoice and Account Statement. For additional information, please visit <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>

Federal Subscriber Line Charge Fee Billing Change

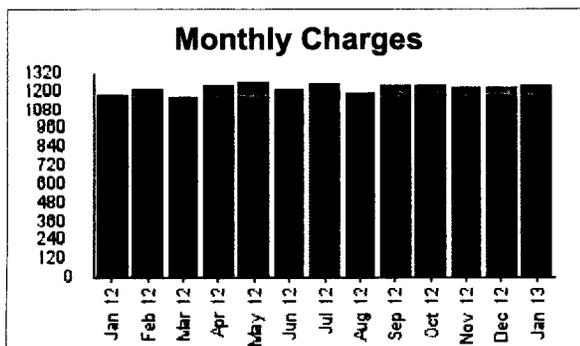
The following billing change will be reflected on your next billing statement. The monthly Federal Subscriber Line Charge Fee is an FCC regulated fee that enables local telephone companies to recover a portion of the costs of connecting customers' homes or businesses to the telephone network, so those customers may receive and/or initiate interstate calls. This fee will increase to \$9.20 per month for multi line subscriptions in the following states: AR, CA, DC, IA, IL, IN, KS, MI, MN, MO, NE, OH, OK, TX, WA and WI. If you have questions regarding these changes, please contact Windstream at the number listed on this billing statement.

PAETEC Standard Terms & Conditions

For general information regarding PAETEC's Standard Terms & Conditions, visit www.paetec.com/about-us/notice/terms-conditions.html

Access Recovery Charge:

The FCC permits local telephone companies to assess this charge to recover a portion of the costs incurred in the provision and maintenance of telephone service to connect customer's homes and businesses to the telephone network.



Windstream Online

Manage your Windstream services directly and review invoice details, charge descriptions, and payment history at windstreambusiness.com/login.

Contact Us

Billing: 877.340.2600 or windstreambusiness.com/login
E-mail: WindstreamCustomerSupport@windstream.com
Repair: 877.340.2555
Web site: windstreambusiness.com

| | | | | | |
|-----|---|----------|----------|--------|-----------------|
| 301 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 303 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 305 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 318 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 348 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 354 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 357 | | 5.69 | 5.69 | 1.24 | 6.93 |
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| 417 | | 5.69 | 5.69 | 1.24 | 6.93 |
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| 425 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 484 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 507 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 510 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 528 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 549 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 551 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 580 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 588 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 605 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 614 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 618 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 620 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 631 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 668 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 679 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 701 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 711 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 713 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 714 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 718 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 728 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 730 | | 5.69 | 5.69 | 1.24 | 6.93 |
| 731 | | 5.69 | 5.69 | 1.24 | 6.93 |
| | - | 1,012.96 | 1,012.96 | 219.85 | 1,232.81 |
| | | | | | <u>1,232.81</u> |

INVOICE NUMBER 271 0030902 REMIT TO: UniFirst Corporation
 INVOICE DATE 10/23/12 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864482 PANAMA CITY BEACH FL 32413
 A/R NUMBER RTE# U3360
 CUSTOMER GULF CO OLD COURT HOUS



PAYMENT AMOUNT \$ _____ 27100309020

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

INVOICE 271 0030902 DATE 10/23/12 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 591563

SHIP TO
 864482
 GULF CO OLD COURT HOUSE
 PO BOX 667
 WEWAHITCHKA FL 32465

BILL TO
 864482
 GULF CO OLD COURT HOUSE
 PO BOX 667
 WEWAHITCHKA FL 32465

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL: 850/233-8586 RTE# U3360

| LKR/DEPT. | PER NUM. | DESCRIPTION OF SERVICE | SVC RED. | BILLED | | TAX AMOUNT | ADJ. AMOUNT | ADD DATE | DEL. QTY. | PICK UP |
|-----------|----------|------------------------|----------|--------|--------|------------|-------------|----------|-----------|---------|
| | | | | QTY. | AMOUNT | | | | | |
| | | MAT 4X6 SCRAPER | | 1 | 4.50 | | | 3/10 | 1 | |
| | | SYN 4X6 MAT | | 4 | 14.00 | | | 3/10 | 4 | |

DEFE CHARGE .56

INVOICE SUB-TOTAL 19.06

TOTAL SERVICE CHANGES _____

AMOUNT DUE 19.06

Courthouse Maintenance
 281712-52

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN NOTS 10.45

SOIL PICK UP COUNT SH _____ PT _____ DT _____ NO _____

WE HAVE MOVED
 OUR NEW REMIT TO ADDRESS AND PHONE NUMBER ARE:
 17740 ASHLEY DRIVE SUITE 107
 PANAMA CITY, FLORIDA 32413
 PHONE NUMBER IS: 850-233-8586
 FAX NUMBER IS : 850-235-2516
Steve Mal

INVOICE NUMBER 271 0040923 REMIT TO: UniFirst Corporation
 INVOICE DATE 3/12/13 17740 ASHLEY DR STE 107
 CUSTOMER# (BILL TO) 864483 PANAMA CITY BEACH FL 32413 **55**
 A/R NUMBER RTE# 80260
 CUSTOMER GULF CO ROAD -WIPER/PA



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR STE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
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 1000 FL 71
 BOBBY KNEE
 PORT SAINT JOE FL 32456

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 GULF CO ROAD -WIPER/PAPER
 1000 FL 71
 BOBBY KNEE
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8586 RTE# 80260

| LKR/DEPT. | PER NUM. | DESCRIPTION OF SERVICE | SVC RED. | BILLED | | TAX AMOUNT | ADJ. AMOUNT | ADD DATE | DEL. QTY. | PICK UP |
|-----------|----------|------------------------|----------|--------|--------|------------|-------------|----------|-----------|---------|
| | | | | QTY. | AMOUNT | | | | | |

BAGGED 18X18 WIPERS 10.00 3/10

INVOICE SUB-TOTAL 10.00

TOTAL SERVICE CHARGES 0

AMOUNT DUE 10.00

THIS IS YOUR ONLY INVCE-- NET 30 DAYS. PLEASE SIGN *Sherry Paul*

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

WE HAVE MOVED
 OUR NEW REMIT TO ADDRESS AND PHONE NUMBER ARE:
 17740 ASHLEY DRIVE SUITE 107
 PANAMA CITY, FLORIDA 32413
 PHONE NUMBER IS: 850-233-8586
 FAX NUMBER IS : 850-235-2516

*T HANKS
 SLOW*

Jake Lewis
 Fleet Maintenance
 28151912- 52

4/9/13 **55** *u*

INVOICE NUMBER 271 0041420 REMIT TO: UniFirst Corporation
 INVOICE DATE 3/18/10 17740 ASHLEY DR. STE 107
 CUSTOMER# BILL TO 864483 PANAMA CITY BEACH FL 32413 **56**
 A/R NUMBER RTE# 83280
 CUSTOMER GOLF CO ROAD -WIPER/PAPER



2710041420L

PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE 271 0041420 DATE 3/18/10 PAYMENT TERMS CHARGE PURCHASE ORDER DC CONTRACT # 83280

S 864483
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O PORT SAINT JOE FL 32456

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O PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE CALL 850-233-8586 RTE# 83280

| LKR/DEPT. | PER NUM. | DESCRIPTION OF SERVICE | SVC RED. | BILLED | | TAX AMOUNT | ADJ. AMOUNT | ADD DATE | DEL. QTY. | PICK UP |
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| | | | | QTY. | AMOUNT | | | | | |
| | | BAGGED 18X18 WIPERS | | | 10.00 | | | 3/10 | | |
| | | INVOICE SUB-TOTAL | | | 10.00 | | | | | |
| | | TOTAL SERVICE CHANGES | | | <u>0</u> | | | | | |
| | | AMOUNT DUE | | | <u>10.00</u> | | | | | |

THIS IS YOUR ONLY INVOICE - NET 30 DAYS PLEASE SIGN

x Sherry Paul

SOIL PICK UP COUNT SH _____ PT _____ DT _____ NO _____

WE HAVE MOVED
 OUR NEW REMIT TO ADDRESS AND PHONE NUMBER ARE:
 17740 ASHLEY DRIVE SUITE 107
 PANAMA CITY, FLORIDA 32413
 PHONE NUMBER IS: 850-233-8586
 FAX NUMBER IS: 850-235-2516

T. H. Anderson
SGW

Jale Lewis
Fleet Maintenance
 28151912-52

4/9/13 **56**

INVOICE NUMBER 271 0040927 REMIT TO UniFirst Corporation
 INVOICE DATE 3/12/13 17740 ASHLEY DR. STE 107 **57**
 CUSTOMER# (BILL TO) 864498 PANAMA CITY BEACH FL 32413
 A/R NUMBER RTE# 88210
 CUSTOMER GULF COUNTY DUST ACCOU



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0040927 3/12/13 CHARGE # 883734

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 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32454

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 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32454

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 850/233-8586 RTE# 88210

| LKR/DEPT. | PER NUM. | DESCRIPTION OF SERVICE | SVC RED. | BILLED | | TAX AMOUNT | ADJ. AMOUNT | ADD DATE | DEL. QTY. | PICK UP |
|-------------------|----------|------------------------|----------|--------|--------|------------|-------------|----------|-----------|---------|
| | | | | QTY. | AMOUNT | | | | | |
| | | LOGG MAT 3X5 GULF CO | | 6 | 28.50 | | | 2/11 | 6 | |
| | | LOGG MAT 4X6 GULF CO | | 5 | 35.00 | | | 2/11 | 5 | |
| | | DISPENSER 2000M SOAP | | 2 | | | | 3/10 | | |
| | | SUPROMX HVYDUTY HND | | 2 | 5.00 | | | 3/10 | | |
| INVOICE SUB-TOTAL | | | | | 68.50 | | | | | |

TOTAL SERVICE CHANGES 0
 AMOUNT DUE 68.50

THIS IS YOUR ONLY INVCE - NET 30 DAYS PLEASE SIGN *Sherry Paul*
 SOIL PICK UP COUNT SH _____ PT _____ QT _____ NO _____

WE HAVE MOVED
 OUR NEW REMIT TO ADDRESS AND PHONE NUMBER ARE:
 17740 ASHLEY DRIVE SUITE 107
 PANAMA CITY, FLORIDA 32413
 PHONE NUMBER IS 850-233-8586
 FAX NUMBER IS 850-233-2516

Sherry Paul
T. Hanks
Stew

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2013 MAR 21 PM 3:52

Courthouse Maintenance
 281712-52

4/9/13 **57**

INVOICE NUMBER 271 0041424 PERMIT TO UNIFIRST CORPORATION
 INVOICE DATE 3/19/13 17740 ASHLEY DR SUITE 107
 CUSTOMER# BILL TO 864498 PANAMA CITY BEACH FL 32413
 A/R NUMBER RTE# 83210
 CUSTOMER GULF COUNTY DUST ACCOUNT

58



2710041424P

PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UNIFIRST CORPORATION PAGE 001
 17740 ASHLEY DR SUITE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
 271 0041424 3/19/13 CHARGE # 630734

S H I P T O 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

B I L L T O 864498
 GULF COUNTY DUST ACCOUNT
 1000 CECIL G COSTIN BLVD
 LYNN STEPHENS
 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE CALL 850-203-8586 RTE# 83210

| LKR/DEPT. | PER NUM. | DESCRIPTION OF SERVICE | SVC RED. | BILLED | | TAX AMOUNT | ADJ. AMOUNT | ADD DATE | DEL. QTY. | PICK UP |
|-----------|----------|------------------------|----------|--------|--------|------------|-------------|----------|-----------|---------|
| | | | | QTY. | AMOUNT | | | | | |
| | | LOGS MAT 3X5 GULF CO | | 6 | 28 50 | | | 2/11 | 6 | |
| | | LOGS MAT 4X6 GULF CO | | 8 | 35 00 | | | 2/11 | 8 | |
| | | DISPENSER 2000M SOAP | | 2 | | | | 3/10 | | |
| | | SUPPROMX HVYDUTY HND | | 2 | 5.00 | | | 3/10 | | |
| | | INVOICE SUB-TOTAL | | | 68.50 | | | | | |

TOTAL SERVICE CHARGES 0
 AMOUNT DUE 68 50

THIS IS YOUR ONLY INVOICE - NET 30 DAYS PLEASE SIGN

Sherry Lane

SOIL PICK UP COUNT SH _____ PT _____ QT _____ NO _____

Stan M. HANES STEWS

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

2013 MAR 21 PM 3:50

WE HAVE MOVED
 OUR NEW PERMIT TO ADDRESS AND PHONE NUMBER ARE:
 17740 ASHLEY DRIVE SUITE 107
 PANAMA CITY, FLORIDA 32413
 PHONE NUMBER IS: 850-203-8586
 FAX NUMBER IS: 850-203-2516

Facility Maintenance
 28151911- 52

4/9/13 58

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

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETING: SECOND TUE OF EACH MONTH AT 9:00 A.M. L.T.

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney
CC: County Administrator, Don Butler
Date: 04/2/2013
Re: County Travel Policy – 2013

2013 APR -3 PM 12:12

In response to staff inquiries and the request of the Clerk's office for further interpretation of Florida Statute regarding the current County Travel Policy and its applicability to travel vouchers for staff travel, please accept this recommended policy to replace the current Gulf County Policy 2003-42 and Gulf County Resolution 2008-48 in their entirety and any and all subsequent policies adopted by this Commission. The following policy, procedures, affidavit of compliance and travel voucher form are submitted for your consideration and adoption at your regular meeting of April 9, 2013.

PURPOSE:

To establish regulations, procedures and sound policy for the Gulf County Board of County Commissioners, employees and authorized persons where authorized travel is necessary and reimbursement is requested. The purpose for this revised and detailed policy is to provide the individuals traveling on official County matters and/or business an effective policy and procedures that comply with current Statute while effectively minimizing the County's travel costs without unfairly burdening the individual traveler.

AUTHORITY:

Florida Statutes, Section 112.061

POLICY:

It is the general policy of Gulf County Florida that this travel policy be used in a responsible, efficient, ethical, and legal manner to support the travel of staff and officials of Gulf County, Florida. This policy addresses the specific authorized County travel purposes. This policy further specifies those administrative actions and procedures that will be required to authorize and properly fund the travel of staff and officials on Gulf County's behalf.

The foregoing policy was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote, the vote as follows:

Commissioner Yeager _____

Commissioner McLemore _____

Commissioner Smiley _____

Commissioner McDaniel _____

Commissioner Bryan _____

Adopted in open session this _____ day of _____, 2013.

Chairman of the Gulf County Board of County Commissioners

Date _____

Attest to Chairman's signature: Deputy Clerk of Court

Date _____



TRAVEL & EXPENSE POLICY

GULF COUNTY BOARD OF COUNTY COMMISSIONERS
PROCEDURES MANUAL

APRIL 2013

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SECTION I: AUTHORITY

Florida Statutes, Section 112.061

SECTION II: OBJECTIVE & PURPOSE

To establish regulations, procedures and sound policy for the Gulf County Board of County Commissioners, employees and authorized persons where authorized travel is necessary and reimbursement is requested. The purpose for this revised and detailed policy is to provide the individuals traveling on official County matters and/or business an effective policy and procedures that comply with Statute while effectively minimizing the County's travel costs without unfairly burdening the individual traveler.

SECTION III: DEFINITIONS

Elected Officials – County Commissioners.

Appointed Officials – The County Administrator.

Department Head, Agency Head – The highest decision making authority for the specific County Department or Agency as identified by the County Administrator and/or the County Commission.

Employees – All other employees of the Gulf County Board of County Commissioners.

Authorized Person – A person, other than a public officer or employee, who is authorized to incur travel expenses in the performance of the County's official duties, such as a consultant or contractor, a volunteer, or a candidate for an executive or professional position.

Official Headquarters – The location where the employee is assigned to work except that: the official headquarters of a person located in the field shall be the location(s) nearest to the area where the majority of his work is performed, or such other location(s) as may be designated by the department head; provided that, in all cases, such destination must be in the best interests of the department and not the convenience of the person. When appropriate, the department head may assign an employee more than one official headquarters.

Traveler – Elected official, appointed official, employee, advisory board member, volunteer, and anyone else who is authorized to travel on official, County business.

SECTION IV: SCOPE AND APPLICABILITY

Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Gulf County Board of County Commissioners and must be within limitations described herein and in Chapter 112.06, Florida Statutes, and is in the best interest of the County. This policy applies to all travel as defined in Section VI for any purpose and for which reimbursement will be claimed by officials, employees, and authorized persons of the Gulf County Board of County Commissioners. Such persons are eligible to travel in the conduct of County business or to attend meetings,

conferences, conventions, and training sessions for the benefit of the County, at County expense, pursuant to proper authorization prescribed herein. Reimbursement for travel expenses incurred for the purpose of obtaining certifications required for continued employment with Gulf County are allowable expenses.

Candidates for employment with Gulf County will be covered under this policy when the County Administrator deems it in the best interest of the County. In addition, consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with this policy. Further, travel by members of volunteer boards and committees in the performance of the County's official duties must receive prior approval and will be reimbursed in accordance with this policy.

SECTION V: EXCEPTIONS

Any exceptions or unusual circumstances not provided for in this policy must be documented and will be subject to review and approval by the appropriate official or designee.

SECTION VI: TYPES OF TRAVEL

- A. Class "A" Travel: continuous travel for a period of 24 hours or more out of the County. The travel day for Class "A" travel shall be a calendar day (midnight to midnight).
- B. Class "B" Travel: continuous travel of less than 24 hours which involves overnight absences out of the County. The travel day for Class "B" travel shall begin at the same time as the travel period. Class A and Class B Travel shall begin at the same time as the travel period. Class A and Class B Travel shall include an assignment of official business outside of regular office hours and away from regular places of employment when it is considered necessary to stay overnight and for which travel expenses are approved.
- C. Class "C" Travel: travel for short or day trips where the traveler is not away from his or her official headquarters overnight.
- D. Local Travel: travel of less than 24 hours in which the traveler is not away from official headquarters overnight and which involves the use of a privately owned vehicle or a County vehicle for official business within Gulf and the surrounding counties and for which no meal reimbursements are claimed.

SECTION VII: TRAVEL AUTHORIZATION

All travel will be conducted pursuant to authorized annual budget allocations. Prior to incurring any Class A or Class B travel expenses for which reimbursement or cash advance is requested, it shall be approved by the County Administrator or other appropriate authority as set forth below. Local mileage which is included in the annual budget allocation for travel does not need prior authorization and should be reimbursed in accordance with Section X of this policy.

Authority for approval of Class A, Class B, and Class C travel is designated as follows:

Elected Officials:

- Travel of individual County Commissioners shall be approved in advance, whenever possible, by the Board of County Commissioners at a regularly scheduled Board meeting. In cases where travel cannot be reviewed and approved prior to the trip, it shall be agendaed within two meetings following the conclusion of the travel and ratified by the Commissioners thereafter.
- The County Commissioners are authorized to travel to various state and national conferences/workshops and/or to meet with legislators in Tallahassee and Washington D.C. The purpose of this travel will be to stay abreast of current trends in local, state and national government so that the County Commission will be aware of and take leadership positions on policy decisions that affect the County's economy and quality of life.

Generally attending conferences and workshops pre-authorized by policy shall include the following:

- NACo Legislative Conference
- FAC Legislative Conference
- FAC Annual Conference
- FAC Committee Workshops and Board of Directors Meeting
- NACo National Conference
- NACo Committee Workshops and Board of Directors Meetings
- FAC County Commissioner's Certification Program
- FAC Leadership Program
- Governor's Hurricane Conference
- National Hurricane Conference
- BP Macondo Well Oil Spill Matters
- Small County Coalition

This is not an exclusive list and may be amended as needed from time to time by action of the Commission.

Appointed Officials:

- Travel of the County Administrator and County Attorney shall be approved (inclusive of those specified conferences, workshops and programs listed above) by the Commission Chairman.

Department Head/ Agency Head:

- Department / Agency Head's travel must be approved by the County Administrator or in the absence of the County Administrator by his designee.

Employees:

- Employees' travel must be approved by their department head or in the absence of a department by the County Administrator, or their designees, except as specified below:

Candidates for Employment in an Executive or Professional Position

- Travel for candidates for employment in an executive or professional position must be approved by their prospective department head **and** the County Administrator.

Other Authorized Persons

- Consultants and contractors must have their travel authorized in advance by the department head from whose budget the travel expenses will be paid and the County Administrator.
- Volunteers and other authorized persons not previously described in this section, traveling for the purpose of performing official duties of the County, must have their travel authorized, in advance, by the department head from whose budget the travel expenses will be paid **and** the County Administrator.

In the absence of the County Administrator, the department head may approve the Travel Authorization Form by their respective designees.

The following guidelines should be used when approving requests for travel:

- Funds are available in the budget.
- A determination is made that a public purpose is achieved in taking the trip.

SECTION VIII: TRAVEL ADVANCES

County travelers including elected and appointed officials and employees may obtain travel advances for advance payment on travel expenses. The advance amount must be indicated on the travel advance form and should be submitted to the County Clerk's Financial Officer at least ten (10) working days prior to the start of travel when possible. Advances should not be sought for amounts less than \$100 unless an explanation of the necessity for the advance is provided.

Upon completion of the travel, all travel advances should be settled within ten (10) working days of return from traveling. No advances for additional trips shall be given until all prior advances have been settled through the submission of a Travel Expenditures Report. Failure to settle advances promptly may result in disciplinary action and/or deduction through the employee's payroll.

Employee's affiliated with County departments who travel on a frequent basis are encouraged to obtain a Gulf County Credit Card in lieu of continuously seeking a travel advance.

It is the responsibility of the authorizing division/department head to ensure that the traveler complies with this section of the policy. Exceptions to this section of the policy may be made upon written justification or circumstances which necessitate multiple advances.

SECTION IX: PREPAYMENT OF CHARGES

Officials and employees (with credit card) should utilize their county issued Credit Card for items such as airline tickets, lodging, car rental, shuttle services, and registration/conference fee's as this is the preferred method of payment. Employee's who do not hold a Credit Card may request prepayment of these items upon receiving the proper approvals. Requests should be submitted to the Finance Office ten (10) working days prior to the date that payment is needed when possible. The requirements in Section VIII and Section X for filing Travel Expense Reports and settling advances apply regardless of payment method.

SECTION X: REIMBURSEMENT OF EXPENSES

Within ten (10) days of completing authorized travel, travelers must file a Travel Expense Report form. The Travel Expense Report should reflect the name of the traveler, the entire cost of the trip, including all advances and direct payments made. The traveler must sign and date the Travel Expense Report form for completeness and correctness as to the actual travel performed. The completed Travel Expense Report form must then be signed by the appropriate division head and department head or their designee. The form is then forwarded to the Finance Office for final review and processing. If the County is due a return of funds from a travel advance, a check payable to Gulf County should be attached to the Travel Expense Report.

The following describes allowable expenses and the documentation required. In general where receipts are required, original receipts should be submitted. If an original receipt is not available, an explanation must be included on the Travel Expense Report. Further, a copy of the meeting/conference/convention/training agenda, when one is provided, must be attached to the Travel Expense Report. When one is not provided, this should be indicated on the form.

A. Meals and Per Diem

1. Travel outside the County/State in order to conduct bona fide County business shall be reimbursed by one of two methods:
 - Daily Per Diems: the current adopted Gulf County per diem rate to include both lodging and meals, or
 - The actual expenses for lodging at a single occupancy rate, to be substantiated by paid bills.
2. Meal expenditures will be reimbursed according to the current Gulf County per diem meal rates. All travelers shall be allowed the following amounts while traveling on official business:
 - a. Breakfast: \$10 (when travel begins BEFORE 6 a.m. E.T. extends BEYOND 8 a.m. E.T.)
 - b. Lunch: \$15 (when travel begins BEFORE 12 noon E.T. and extends BEYOND 2 p.m. E.T.)

- c. Dinner: \$25 (when travel begins BEFORE 6 p.m. E.T. and extends BEYOND 8 p.m. E.T.)
3. A County traveler shall not be reimbursed for a meal or lodging included in a convention or conference registration fee paid by the County unless an exception is stated, reviewed and deemed permissible under Florida Statute. A continental breakfast provided as part of the conference/convention registration fee is considered breakfast and may not be claimed for reimbursement. An evening reception or other function that serves only hors d'oeuvres is not considered dinner and may be claimed for reimbursement. However, should the conference/convention registration fee include the provision of any lunches or dinners, these meals may not be claimed for reimbursement.
 4. When a meal is provided by a hotel or an airline, the traveler is not allowed to claim the meal for reimbursement.
 5. Reimbursement for lodging expense is limited to single occupancy or occupancy shared with another County traveler. Cost of lodging shared with a non-official or non-employee (e.g., family members) is limited to the single room rate. An itemized hotel receipt must be submitted to claim reimbursement (a credit card receipt is not sufficient). All other reimbursable expenses, such as parking or phone calls, should be properly listed on the travel reimbursement voucher.
 6. When traveling within Florida and not utilizing a Gulf County Credit Card, an advance check for lodging should be requested from Finance and picked up by the traveler to bring on the trip in order to qualify for a sales tax exemption. The traveler must also take a copy of the County's tax exempt certificate. No sales tax will be reimbursed for Florida accommodations that should have been tax exempt.
 7. Per Diem may not be used to calculate reimbursement due for days of travel which does not include hotel costs, for example, the final day of a trip. Allowable rates for per diem are provided for in Section 112.061(6), F.S. All travelers are allowed the authorized per diem for each day of travel, \$80 per day or \$20 per quarter. Per diem shall be calculated using four six-hour periods (quarters):

12:01 a.m. to 6:00 a.m.
 6:01 a.m. to 12 noon
 12:01 p.m. to 6:00 p.m.
 6:01 p.m. to 12:00 midnight

When lodging, transportation and/or meals are paid or provided by any federal, state or local governmental agency, the traveler shall be reimbursed only for the actual expenses paid by the traveler and not paid or reimbursed by another governmental entity.

B. Transportation

Employees must use the most efficient and economical means of travel. The most economical mode of travel is determined by the following conditions: the nature of the business; the most efficient and economical means of travel, considering time of the

traveler, impact on productivity of the traveler, cost of transportation, and projected per diem expenditures, the number of persons making the trip as well as the amount of any equipment or materials that may need to be transported.

- Airline Travel – Coach Fare, by the route and/or rate best suited for the interest of the County, is allowed and must be documented by a paid receipt. Should a traveler select a different route and/or rate, for their own benefit, reimbursement will be limited to the Coach fare, by the route and/or rate, determined by what is in the best interest of the County. Reimbursement of first class air fare is specifically limited to trips under emergency conditions when coach accommodations are not available. In those instances where an electronic airline ticket was purchased, documentation should include a copy of the traveler's itinerary, identifying the purchase of the airline ticket, or a separate paid receipt for the airline ticket. Preferred method of payment is the Gulf County Credit Card.
- County-Owned Vehicles – When available, county-owned vehicles may be used for travel. Receipts for expenses must be presented.
- Private Vehicle – Use of a private car for travel is authorized. A traveler using his/her privately owned vehicle will be reimbursed at the most current IRS rate in effect on the date(s) of travel. All mileage shall be shown from point of origin to point of destination. When possible, mileage should be computed and reimbursed on the basis of the current map of the Florida Department of Transportation for in-state travel at: <http://www3.dot.state.fl.us/mileage/>. Alternate methods of computing mileage, such as the use of an Internet map website (ie. Google Map), may be authorized. Road and bridge tolls may be claimed in addition to mileage upon presentation of receipts. Vicinity mileage necessary for the conduct of official business is allowable but must be listed separately on the reimbursement request and the purpose explained.
- Train or Bus – Travelers must use the most economical accommodations on short trips, not involving overnight travel. On longer trips, travelers are entitled to comfortable single accommodations. However, in no case will reimbursement exceed the rate of Coach fare for air travel to the destination, except under emergency conditions.
- Taxi, Public Transportation, Parking and Car Rental – The actual costs incurred for normal use of taxi, public transportation and parking are reimbursable upon proper documentation and presentment of receipt.

Car rental expense is reimbursable, but only when prior approval is obtained and a receipt is attached. However, a County approved traveler should not purchase collision-damage waivers when renting a car, as the County's self-insured program is adequate to cover claims. The purchase of "Personal Accidental Insurance" by a traveler is also non-reimbursable as employees on authorized business are covered under Workmen's Compensation. The state contract for car rental providers should be used whenever possible. Please contact your department head or supervisor for preferred state rental car vendors and associated discount rates. Expenses incurred for collision-damage waivers or

personal accident insurance will not be reimbursed unless prior approval of an exception is granted.

C. Telephone, Fax and Internet Charges

Only the cost of business calls, faxes and internet access charges with a stated business purpose are reimbursable. "Collect" calls to County offices are acceptable when required.

D. Registration Fees

Fees for registration, including meals and other programmed events sponsored by the conference or convention organization, should be paid with a county issued Credit Card whenever possible. Optional fees for recreation and/or entertainment activities associated with a conference or convention are not reimbursable. Fees for non-county officials or non-county employees (e.g., family members) to participate in activities are not reimbursable.

E. Miscellaneous

Any other necessary expense, not otherwise provided for but incurred for the benefit of the County, must appear together with identification on the Travel Expense Report form.

SECTION XI: LOCAL MILEAGE REIMBURSEMENT (CLASS C)

Reimbursement for local mileage shall be submitted on the Local Travel Reimbursement form and shall specify:

- the date of the travel;
- the origin;
- the destination;
- the number of miles traveled;
- the purpose of the travel, and;
- the amount requested for reimbursement.

If the expenses being requested for reimbursement pertain to use of a privately owned vehicle, the reimbursement amount is calculated by multiplying the number of miles traveled by the most current IRS mileage allowance. No receipts are required.

If the expenses being requested for reimbursement pertain to use of a County vehicle, receipts for actual expenses for fuel or tolls must be attached.

The Travel Reimbursement Form shall be submitted monthly and must be signed by the employee requesting the reimbursement and the appropriate department head or his designee to include the County Administrator.

XII. IMPROPER CLAIMS

Florida Statutes, Section 112.061(10), states “any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to the every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.” Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

The foregoing policy was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote, the vote as follows:

DULY PASSED AND ADOPTED THIS _____ day of April, 2013

ATTEST: Rebecca Norris
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

BY: _____
DEPUTY CLERK

BY: _____
Chairman Tynalin Smiley

APPROVED AS TO FORM:

BY: _____
Jeremy T.M. Novak, County Attorney

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
FIRE COORDINATOR

Brad Price

1000 CECIL G. COSTIN SR. BLVD., ROOM 310, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

To: BOCC

From: Brad Price, Gulf County Fire Coordinator

I am requesting approval from the Board of County Commissioners to purchase lights, siren, and a UHF Forestry radio for the Gulf County Fire Coordinator vehicle out of the Highland View Fire Department's budget. The volunteers of the Highland View Department voted on and approved this request. If there are any questions concerning this request please contact me at: 850-227-8353.

2013 APR -2 PM 2:08

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

4/9/13 CC

Memorandum

To: Brad Price
CC: BOCC
From: John Strayer, Highland View Fire Department.
Date: 4/2/2013
Re: Lights and Sirens

Mr. Price,

As Chief of Highland View Fire Department and on the behalf of the members of Highland View Fire Department we have passed the motion to purchase lights and sirens for your county car. This was passed by unanimous vote. If you have any questions or concerns, please do not hesitate to call this department.

Sincerely,

John Strayer
Chief



John Strayer 4-2-13

2013 APR -2 PM 2:08

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
GULF COUNTY DETENTION FACILITY

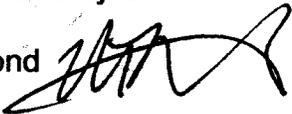
1000 CECIL G. COSTIN, SR. BLVD. PORT ST. JOE, FLORIDA 32456

PHONE (850)227-1124/1125 FAX (850) 227-1128

April 1, 2013

To: Gulf County Board of County Commissioners

From: Michael L. Hammond



Reference: Purchase of Vehicle from Sheriff's Office

Please approve the purchase of a 12 passenger van from the Gulf County Sheriff's Office for the sum of \$15,000.00. This van will be used for Jail transports, and our current 15 passenger van, will be transferred to Public Works, to replace a work crew van. This purchase will be made from Infrastructure Reserve funds.

If you have any questions or concerns, please do not hesitate to contact me.

2013 APR - 3 10:19 AM

CAROLYN C. McEMORE
District 1

WARREN McLANE
District 2

JOYANNA BRYANT
District 3

DAN SMITH
District 4

WARREN STUBBS
District 5

4/9/13 U

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Gulf County Board of County Commissioners will hold a public hearing to consider adoption of the following amendment and Ordinance with the following title:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, AMENDING SECTION TWO OF ORDINANCE NO. 99-07 ENTITLED “ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER” OF THE GULF COUNTY; PROVING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Complete Ordinance on file in the Clerk’s Office

A public hearing will be held during the Gulf County Board of County Commissioner’s Regular Meeting on Tuesday, April 9th at 9:00 a.m. est. in the County Commissioner’s meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

All interested persons may appear and be heard with respect to the proposed Ordinance and referenced amendment. If a person decides to appeal any decisions made by the Gulf County Commission with respect to any matter considered at this hearing, he/she will need a record of the proceedings and that for such purpose he/she may need to ensure a verbatim record of the proceedings made and which would include any evidence upon which the appeal is to be based.

A copy of the proposed Ordinance and amendment is available for inspection on weekdays between the hours of 9:00 a.m. est., and 5:00 p.m. est. at the Office of the Clerk of Court, Gulf County Courthouse, 1000 C.G. Costin, Sr., Blvd., Port St. Joe, Florida, 32456.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

BY: TYNALIN SMILEY, CHAIRMAN

Ad Dates: March 28, 2013 The Star
Ad #2013-51
Publish in Legals
Invoice: Gulf County Board of County Commissioners

ORDINANCE NO. 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, AMENDING SECTION TWO OF ORDINANCE NO. 99-07 ENTITLED "ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER" OF THE GULF COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the voters of the State of Florida, on November 6, 2012, voted to approve Amendment No. 11 by the required sixty (60%) percent needed for passage; and

WHEREAS, pursuant to Amendment No. 11 and House Bill 357, now codified as Article VII, Section 6(d)(2) of the Florida Constitution and Section 196.075, Florida Statutes, respectively, the Board of County Commissioners of any county may adopt an ordinance to allow an additional homestead exemption for the amount of the assessed value of the property for any person who has the legal or equitable title to real estate with a just value of less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained the age of 65, and whose household income does not exceed the income limitations set forth in the state law; and,

WHEREAS, Article VII, Section 6(d) provides that the county may implement this low-income senior homestead exemption for long-term residents in addition to or in place of the existing additional \$25,000.00 homestead exemption to persons 65 or older at the option of the county; and,

WHEREAS, Section 196.075, Florida Statutes provides that this low-income senior homestead exemption must be authorized by a majority plus one vote of the members of the governing body of the county granting such exemption.

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

Section 1. Section Two of Gulf County Ordinance No., 99-07 titled "Entitlement to additional homestead exemption" is hereby amended to read as follows:

(a) Any person sixty-five (65) years of age and who has legal or equitable title to real estate located within the County and has maintained such as their permanent residence as the owner for at least 25 years, and which residence qualifies for and receives homestead exemption pursuant to Section 6(a), Article VII of the Florida Constitution, the amount of the additional homestead exemption is \$25,000.00 or, the amount of the assessed value of the property for any persons described herein

who has the legal or equitable title to real estate with a just value less than \$250,000.

Section 2. Conflicts.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Gulf County Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

Section 3. Severability.

If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Effective Date.

This ordinance shall have an effective date retroactive to January 1, 2013.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote, the vote as follows:

| | |
|-----------------------|-------|
| Commissioner Yeager | _____ |
| Commissioner McLemore | _____ |
| Commissioner Smiley | _____ |
| Commissioner McDaniel | _____ |
| Commissioner Bryan | _____ |

DULY PASSED AND ADOPTED THIS _____ day of April, 2013

ATTEST: REBECCA NORRIS
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN TYNALIN SMILEY

APPROVED AS TO FORM:

By _____
Jeremy T.M. Novak, Gulf County Attorney