

CONSENT AGENDA

August 28, 2012

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JULY 30, 2012

PORT ST. JOE, FLORIDA

SPECIAL MEETING

The Gulf County Board of County Commissioners met this date in a special meeting with the following members present: Chairman William C. Williams, III, Vice Chairman Tan Smiley, and Commissioners Ward McDaniel, and Warren Yeager, Jr. <Commissioner Carmen L. McLemore was absent>

Others present were: County Attorney Jeremy Novak, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Building Inspector George Knight, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff's Office Major Bobby Plair, Tax Collector Shirley Jenkins, T.D.C. Director Jennifer Jenkins.

Chairman Williams called the meeting to order at 9:00 a.m., E.T.

TOURIST DEVELOPMENT COUNCIL

T.D.C. Director Jenkins informed the Board that her Advisory Board made three (3) recommendations to bring to this Board for consideration.

T.D.C. Director Jenkins noted they are very low on the Gulf County Visitor Guides, stating they are distributing 200 per month to requesting visitors, and requested permission to have 15,000 Gulf County Visitor Guides reprinted. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously (3-0).

T.D.C. Director Jenkins requested permission to hire an additional staff assistance to help keep the Welcome Center open on the weekends. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously (3-0).

T.D.C. Director Jenkins stated that due to the change in the cycle for the Sponsorship and Special Funding, the Gulf County Sheriff's Department requested funding for their annual bass tournament in the amount of \$10,000.00 and requested approval, noting there are funds available in the budget for this. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously (3-0).

Chief Administrator Butler discussed that the Board previously approved Interim T.D.C. Director Kopinsky to have signature authority for the T.D.C, and recommended T.D.C. Director Jenkins have signature authority, or whomever she may delegate to. Commissioner Yeager motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously (3-0).

RE-DISTRICTING

County Attorney Novak discussed that Michael Spellman of Sniffen & Spellman Law Firm is in attendance today to give the Board an update on re-districting. <Vice Chairman Smiley entered the meeting at 9:02 a.m., E.T.> County Attorney Novak gave a recap back to December, 2010, stating (1) this commission instructed him to reach out to special counsel, (2) in February, 2011 the County retained Sniffen & Spellman Law Firm to begin examining the census figures up through 2010, stating that they came back in July, 2011 with a report to the County, and following the report in July, 2011 the County proceeded with the re-districting as required in an odd year following the census figures. He reported the County was required within Federal and State guidelines to come within a 10% deviation of all population figures, and in September, 2011 the County adopted the re-districting of Gulf County. County Attorney Novak introduced Michael Spellman of Sniffen & Spellman Law Firm. Michael Spellman appeared before the Board and gave an update to the Board on the re-districting, stating he does not think the County re-districting needs to go before the Federal Court for approval at this time, and from a matter of practicality it would not behoove the County to put it in front of the Federal Court at this time; stating it is not necessary, nor practical for purposes of re-districting. He reported when Sniffen & Spellman Law Firm, Dr. Bullock, and Dr. Gaddie reviewed this a year ago they were studying the three Gingells factors, stating (1) there has to be a minority group sufficiently large and geographically compact to constitute the majority in a single member district, (2) that the minority group is politically cohesive, and (3) that the minority preferred candidate is usually defeated by white majority block voting. Mr. Spellman reported for purposes of the study the experts essentially assumed that the minority group was politically cohesive, and really looks to see from precinct to precinct whether or not the candidate preferred by white voters would win in a general election, stating this is not about what makes the candidate, what matters is the preferred candidate by race of the voter. He noted there seems to be a shift in the populations, and it may be worth looking at, stating you can only re-district in an odd numbered year. Mr. Spellman stated it may be worth reviewing the re-districting and recommended it be done immediately into 2013 because this is a long process and it may be that District 4 needs to be reviewed as to whether it is geographically compact or not. He stated in that case we would have to go before a Federal Court and get approval and will probably have to engage in dialogue with the groups that will likely

want to be reviewing this very carefully, which might include the Americans with Civil Liberties Union and might include the N.A.A.C.P. Commissioner McDaniel stated he supports County-wide voting, noting under the County-wide system everyone is treated equal and everyone should be together. Commissioner McDaniel continued to share his reasons for feeling the way he does. Commissioner Smiley expressed his reasons for maintaining single-member districts. Commissioner Smiley stated that he does not support County-wide voting; explaining he is not a District Commissioner, he is a County Commissioner. Commissioner Yeager stated this is a passionate issue for this community and has been dividing for a long time. He noted this Board followed the proper procedure to see if this is still needed in our community, stating he would like to see this brought back to the Courts and let them review and make the decision. Chairman Williams discussed and stated that Mr. Spellman suggested re-districting not to be sent to the Federal Courts at this time, stating that the constituents of this County want County-wide voting. Discussion continued. Commissioner Yeager stated that we need to move forward after the 2012 election. Chairman Williams called for public comment. Gary Ross appeared before the Board and discussed that he would like to look at a way to move forward with this and recommended for Commissioner Smiley to bring forward people to get involved with the County and City levels so that they learn how the County and City works and they learn who they are. County Attorney Novak discussed that there was a previous vote among this commission to proceed with the review from Sniffen & Spellman Law Firm, and the proper process has been followed; noting re-districting has been submitted to the State. He reported that Mr. Spellman has advised this Board that it is not appropriate to submit the findings to the Federal Court for approval. Chairman Williams stated that Mr. Spellman has recommended not taking this to the Federal Court at this time, and recommended getting the data from 2012 and proceed at that time, stating we need to wait for the report from Mr. Spellman.

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 9:51a.m., E.T.

WILLIAM C. WILLIAMS, III
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

AUGUST 14, 2012

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 William C. Williams, III, Vice Chairman Tan Smiley, and Commissioners Ward McDaniel, and Warren J. Yeager, Jr. <Commissioner Carmen L. McLemore was absent>

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, Emergency Management Director Marshall Nelson, E9-1-1 Coordinator Ben Guthrie, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Mosquito Control Director Mark Cothran, Gulf County Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Director Jennifer Jenkins.

Chairman Williams called the meeting to order at 9:00 a.m., E.T.

County Attorney Novak opened the meeting in prayer, and Chairman Williams led the pledge of allegiance.

CONSENT AGENDA

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

1. Minutes – July 10, 2012 – Regular Meeting
 - July 24, 2012 – Special Budget Meeting
 - July 24, 2012 – Regular Meeting
2. Approval of Checks and warrants for July, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – Florida Department of Agriculture and Consumer Services (Gulf County Mosquito Control)
4. Invoices - Jordan & Associates – C.D.B.G. Grant Administration Services
 - (Invoice #12-K15-A13 * \$4,779.00 * to be paid from Account #113538-31000 * \$1,302.00 * to be paid from Account #113535-31000 * \$669.00 * to be paid from Account #113554-31000)

- Jordan & Associates – C.D.B.G. Grant Activity Delivery Services
(Invoice #11-K15-D08 * \$1,333.38 * to be paid from Account #113535-31000 * \$6,858.00 * to be paid from Account #113554-31000)
- Ken Murphy – Taping of County Commission Meetings (July, 2012 * \$1,350.00 * to be paid from Account #27452-34000)
- Legal Services of North Florida – Legal Aid Services (April 1 – June 30, 2012 * \$963.44 * to be paid from Account #71015-82000)
- Northwest Regional Library System – Annual Allocation (July-September, 2012 * \$27,515.00 * to be paid from Account #62271-34100)
- The Ferguson Group, LLC – Federal Lobbying Services (Invoice #0912173 * \$6,500.00 * to be paid from Account #21111-31200)

5. S.H.I.P. – Rehabilitation Assistance (\$40,000.00 * Ruby Brown, Evelyn Marcus, Gillie McNair, Carl Reichert, Anita Tiller)

(End)

TRACTOR PURCHASE

Public Works Director Danford requested permission to purchase a 2012 Kubota L3800, in the amount of \$19,256.00, (approved under State Contract at June 12, 2012) to be paid from T.D.C. funds, for dragging the beaches during turtle season. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded for discussion; asking if this tractor met their needs. Mr. Danford stated yes. The motion then passed unanimously (4-0).

PUBLIC WORKS – ADVERTISE FOR BIDS

Public Works Director Danford requested permission to advertise to receive sealed bids for filters and other assorted items routinely used at Public Works. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion and it passed unanimously (4-0).

TROPICAL STORM DEBBY – PUBLIC ASSISTANCE AGREEMENT

Emergency Management Director Nelson requested permission for the Chairman to sign and execute the Public Assistance Funding Agreement for Tropical Storm Debby, contingent upon County Attorney Novak reviewing. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

TROPICAL STORM DEBBY – 12.5% WAIVER

Emergency Management Director Nelson requested permission to file a waiver for the local match of 12.5%. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

FLOODPLAIN MANAGEMENT REPORT

Planner Richardson reported that the Floodplain Management Progress Report will be presented on August 28th for adoption, as part of their CRS certification.

ADVERTISE FOR BIDS – ST. JOE BEACHES FIRE DEPARTMENT – ROOF REPAIRS / STUCCO

David Richardson, Fire Chief of St. Joe Beaches Fire Department, requested permission to advertise to receive sealed bids for roof repairs and stucco work to the St. Joe Beaches fire department, stating they have the money to cover it in their budget. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

S.H.I.P. – CONSULTING AGREEMENT

County Attorney Novak reported that the S.H.I.P. Consulting Agreement (Florida Housing Coalition Technical Services Agreement) with Michael Chaney will expire tomorrow, and requested permission to execute an addendum to continue to work with Mr. Chaney for a period of 4 months. Commissioner Smiley motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0).

ANIMAL CONTROL ORDINANCE

County Attorney Novak reported that the Animal Control Sub-committee will meet again on August 22nd at 10:00 a.m., E.T. hopefully for the third and final meeting.

DEEPWATER HORIZON OIL SPILL

County Attorney Novak gave an update from the Beasley Allen Law Firm, stating they are still receiving claims data and will report back to the Board at a later date.

T.D.C. – VISITOR GUIDES

County Attorney Novak discussed that T.D.C. was approved for special funding at the last meeting for additional visitor guides, stating that the exception was not noted for the additional 15,000 visitor guides, and recommended for the Board to amend the previous vote and reflect what the special exception is under the 2005 County Bid Policy, noting that the special exception is the unique quality of the product and the time sensitivity of the actual production and print. Commissioner Yeager motioned to amend the previous motion concerning the printing of additional visitor guides to include the special exception to the bid policy as noted by County Attorney. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

COUNTY-WIDE VOTING

County Attorney Novak gave an update from Michael Spellman, of Sniffen & Spellman Law Firm, stating that he is expecting the additional summary report, and once received it will be distributed to the Commission.

WEWAHITCHKA HIGH SCHOOL – SPORTS CLAY

On behalf of Commissioner McLemore, Commissioner McDaniel reported that Wewahitchka High School requested permission for Public Works to go to Tallahassee and pick-up a load of sports clay for the school, stating that the School Board will pay for the clay. Commissioner McDaniel motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

WASHINGTON GYM – RESTROOMS

Commissioner McDaniel reported that he was contacted by a constituent concerning having no restrooms for the children at Washington Gym when closed. Commissioner Smiley reported the Board previously gave \$5,000.00 for repairs to the existing restrooms (at Peters Park), stating that the facility is almost complete.

RESTORE ACT

Chairman Williams reported that there will be a meeting with all Twenty-three (23) Counties concerning the Restore Act on August 16-17, 2012.

MEDICAID LITIGATION

County Attorney Novak noted they are moving forward on the Medicaid lawsuit, stating that all Florida Counties are participating in fighting this legislation (HB 5301). He reported there has been a tremendous amount of progress over the last two months. County Attorney Novak reported since the legislation was passed and signed by the Governor there have been considerable milestones accomplished in stopping the immediate certification of the accounting. He stated that as F.A.C. (Florida Association of Counties) moves forward in the lawsuit, he recommends the County accept the partial stipulation of dismissal with regards to accepting the 15% discount for the back billing, stating it will be a benefit to the County and it will not affect the County on the other pending issues before the Court. Chairman Williams agreed and discussed further. Commissioner Yeager motioned to approve this recommendation and accept the partial stipulation with regards to accepting the 15% discount. Commissioner McDaniel seconded the motion, and it passed unanimously (4-0). Chairman Williams stated that the County needs to follow the decision of F.A.C., stating if F.A.C. drops the lawsuit the County needs to drop the lawsuit.

TOURIST DEVELOPMENT COUNCIL

T.D.C. Director Jenkins presented a report (on file in the Clerk's Office) to the Board and stated that on the first commission meeting of the month she will be presenting the Board with a monthly T.D.C. report for the prior month. She gave a brief high-light of her report as follows: (1) The Council adopted a guiding principles document for marketing, (2) reported the Associated Press (AP) article has reached 4.7 million viewers to date, and (3) noted the June bed tax collection is 23% up over June of last year.

DOMESTIC VIOLENCE TASK FORCE

Debbie Ashbrook, Chairperson of the Domestic Violence Task Force appeared before the Board to give an update on what the Domestic Violence Task Force of Gulf County is doing, and introduced Lindsey McCleary who is the Victims Advocate for Gulf County. Ms. Ashbrook presented a packet to the Board and discussed the organization, their funding raising efforts, and public awareness programs. Ms. Ashbrook stated the public may contact them for additional information or to request the materials presented here today through their webpage at www.gcdv.org or on Facebook. Commissioner Yeager stated this is a great program and it not only treats the victim it is also assist in public awareness. Chairman Williams discussed the homeless and nuisance ordinance and asked Ms. Ashbrook to look at the impact on the domestic violence caller and provide them with statistics. Commissioner McDaniel commented that the presentations put on by the Sheriff's Department concerning domestic violence are very useful and thanked Officer Chris Buchanan.

HUMMINGBIRD LANE

Millie Schofield, of 231 Sparrow Street appeared before the Board and discussed that they have a problem and have had this problem for ten years, stating they only have one way out of their subdivision (Lake Charles Subdivision in Overstreet); noting the roads are all dirt roads. She reported when the rain started three weeks ago, their main road (Hummingbird Lane) flooded. She reported that the County came out and placed dirt; which has washed away. The county then place powdered asphalt in the area but that only made it worse, she stated. Ms. Schofield requested help from the County and presented pictures for the Board's review. Upon inquiry by Chairman Williams concerning the condition of the road since the woods burned, Ms. Schofield reported that the road has been worse since then due to the water draining from the adjacent wooded area. Commissioner McDaniel stated that the center line of the road has to be established, and the County needs to check into the possibility of paving it. Chairman Williams requested the County Engineer do a preliminary review on this and for County Attorney Novak to contact St. Joe Company concerning the adjacent property. Commissioner Yeager stated the problem is due to a storm water drainage issue.

WHIPPOORWILL AVENUE

Edward (inaudible) Pack appeared before the Board and stated that the secondary road (Whippoorwill Avenue) in the Overstreet area was closed and inquired about the possibility of re-opening the road. Commissioner McDaniel stated that Chief Administrator Butler is currently working with the landowner (Taunton family) to get the road re-opened.

PORT ST. JOE REDEVELOPMENT AGENCY

Gail Alsobrook, of the Port St. Joe Redevelopment Agency appeared before the Board and stated that the Port St. Joe Redevelopment Agency would be glad to help with the repairs on the restrooms after the Washington Gym closes.

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 9:36 a.m., E.T.

The meeting was then called back to order at 9:36 a.m., E.T.

CAPE SAN BLAS SHARED USE PATH PHASE III – CHANGE ORDER #6 – C.W. ROBERTS CONSTRUCTION COMPANY, INC.

Grant Writer Kopinsky recommended approval of change order #6 for C.W. Roberts Construction Company, Inc., a decrease in the amount of \$52,959.75 for the Cape San Blas Shared Use Path Phase III. Commissioner Yeager motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously (4-0).

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 9:37 a.m., E.T.

**WILLIAM C. WILLIAMS, III
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
CHIEF ADMINISTRATOR'S OFFICE

Brett Lowry, Deputy Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301 A, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-5335 • FAX (850) 229-5334 • EMAIL: blowry@gulfcountry-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T

MEMORANDUM

TO: William C. Williams, Chairman
FROM: Brett Lowry, Deputy Administrator
SUBJECT: Nationwide Deferred Comp/Pro Account
DATE: August 21, 2012

It is my recommendation for the approval of the attached agreement with Nationwide Investment Advisors. This Agreement will allow employees to seek the advice or assistance of Nationwide's Investment Advisors for their 457 Plan/Deferred Compensation Retirement Plan.

Thanks,



Brett Lowry,
Deputy Administrator

BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:07

CARMEN L. McEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

8/28/12 LL

**Nationwide Investment Advisors, LLC
ProAccount - Plan Sponsor Agreement**

Plan: _____ (the "Plan")

Plan Sponsor: Gulf County BOLL (the "Plan Sponsor")

The foregoing Plan currently utilizes services and products offered by Nationwide Retirement Solutions, Inc. ("NRS") and its affiliated companies (the "Nationwide Retirement Program"). On behalf of the Plan, the Plan Sponsor desires to appoint Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Adviser's Act of 1940 ("Advisers Act") and an affiliate of NRS, as an authorized provider of investment advisory services to participants in the Plan ("Plan Participants") who desire professional guidance in managing their self-directed accounts within the Plan ("Accounts"). NIA's ProAccount program (the "Advice Program") offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") selected and retained by NIA.

WHEREAS, on behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through the Advice Program to those Plan Participants who choose to have their Accounts managed by NIA (collectively, the "Plan's Account");

WHEREAS, the Plan Sponsor hereby authorizes each such Plan Participant's self-direction of their own Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA for the management of their account;

WHEREAS, the Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the Advice Program are consistent with the Investment Policy of the Plan; and

WHEREAS, Plan Sponsor acknowledges that NIA and NRS are affiliates and that NRS will provide to NIA certain administrative services in support of the Advice Program;

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement.

II. ADVICE PROGRAM DESCRIPTION

The Advice Program is a discretionary managed account service offered by NIA for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. The Advice Program offers individualized investment advice using an investment process developed and maintained by an IFE.

Under the Advice Program, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments ("Advice Program Investments"). In addition, the Plan may offer investment options other than Advice Program Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and collective investment funds (collectively, "Non-Advice Program Investments"), which will not be considered by the IFE in the development of Portfolios.

In order for Plan Accounts to be eligible for management under the Advice Program, they must be invested in mutual funds or variable insurance sub-accounts at the time the Plan Participant enrolls in the Advice Program. Plan Sponsor hereby acknowledges that any employer-directed assets, restricted assets (including assets invested in the Nationwide Fixed Contract), or assets held in self-directed brokerage accounts are not eligible for the Advice Program and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants under the Advice Program is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement.

By allowing the Advice Program to be offered to the Plan, you are naming NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have their accounts managed by NIA.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants, and acknowledges that such change will bind NIA, as the case may be, only when NIA agrees to it in writing. Plan Sponsor hereby approves all forms that NIA has developed for use by Plan Participants with respect to the solicitation and enrollment of such participants into the Advice Program.

The Plan Sponsor represents that (1) NIA's investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan; and (3) the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto or otherwise, and will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Plan's Account that NIA manages through the Advice Program. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in the Advice Program.

V. ADVICE PROGRAM FEES

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing to have their Accounts managed by NIA, a participant level Advice Program fee ("Advice Program Fee") as outlined in the following schedule:

Account Balance	Annual Program Fee
The first \$99,999.99	1.00%
The next \$150,000	0.90%
The next \$150,000	0.75%
The next \$100,000	0.60%
Assets of \$500,000 and above	0.50%

The Advice Program Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The Advice Program Fee shall be calculated daily based on the Participant's daily balance and the calculated Advice Program Fee withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the Advice Program Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such Advice Program Fee. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata share of the Advice Program Fee will be withdrawn from the Plan's Account.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment adviser. The IFE's fees for services provided under the Advice Program are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain Advice Program Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under the Advice Program may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's Advice Program Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your Plan, please consult the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. But a delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent. If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through the Advice Program. Investments within the Plan, as all investments in securities, involve risk and will not always be profitable. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information you or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the Plan Participant Accounts and will not apply to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information.

The Plan Sponsor (1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA for the operation of the Advice Program, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of the Advice Program.

VIII. TERM OF AGREEMENT

This Agreement shall become effective upon acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. This Agreement shall continue until terminated by either party upon at least 30 days' advance written notice to the other. This Agreement will terminate immediately if the Plan terminates its participation in the Nationwide Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement shall automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Plan's Account will remain invested in the Advice Program Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

IX. MISCELLANEOUS

Notices

All notices required to be delivered under this Agreement will be delivered in person or by U.S. first class mail, overnight courier, or facsimile (with a paper copy provided via the U.S. mail), in each case prepaid, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
 5100 Rings Road, Mail Stop RR1-06-C5
 Columbus, Ohio 43017-1522
 Attention: ProAccount
 Phone: 888/540-2896
 Fax: 614/435-5419
 Notices will be deemed given upon dispatch.

Form ADV

The Plan Sponsor acknowledges having received and read NIA's Form ADV, Part 2 ("Form ADV") and Privacy Policy upon entering into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains additional information about the Advice Program.

Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the

subject matter hereof. This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and Miscellaneous" which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflicts of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the Securities and Exchange Commission, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement as of the date set forth below.

Plan: _____

By: (signature) _____ **Title:** _____

Print Name: _____

Plan Address: _____

Plan Contact/Telephone: _____

Date: _____

ACCEPTED BY NIA:

Nationwide Investment Advisors, LLC

By: _____ **Title:** _____

Print Name: _____ **Date:** _____

THE NATIONAL ASSOCIATION OF COUNTIES (NACo)
DEFERRED COMPENSATION PROGRAM

SPECIMEN COPY OF ORDER/RESOLUTION

STATE OF Florida

COUNTY OF Gulf

In the Gulf County Court of said County, on the 10TH day of JANUARY, 19 95, the following among other proceedings, were had, viz:

IN THE MATTER OF ESTABLISHING A DEFERRED COMPENSATION PLAN FOR THE COUNTY OF: Gulf

WHEREAS, the County has considered the establishment of a Deferred Compensation Plan to be made available to all eligible County employees, elected officials, and independent contractors pursuant to Section 457 of the Internal Revenue Code permitting such Plans; and

WHEREAS, certain tax benefits could accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plans; and

WHEREAS, such benefits will act as incentives to County employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their County retirement and Social Security (if applicable); and

WHEREAS, the National Association of Counties has established a Master Deferred Compensation Program for its member Counties, permitting its member Counties and their employees to enjoy the advantages of this Program; and

WHEREAS, by adoption of the NACo Program, all regulatory, operational, administrative and fiduciary responsibilities are hereby assumed by NACo on behalf of County; and

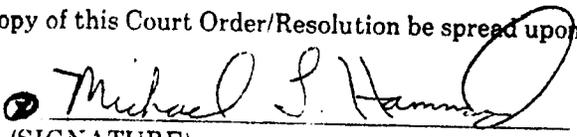
WHEREAS, NACo, as Plan Administrator, agrees to hold harmless and indemnify the County, its appointed and elected officers and participating employees from any loss resulting from NACo or its Agent's failure to perform its duties and services pursuant to the NACo Program;

NOW, THEREFORE THE COUNTY GOVERNING BODY DOES HEREBY RESOLVE AS FOLLOWS:

The County governing body, meeting in regular scheduled session, this 10TH day of JANUARY, 19 95, hereby adopts the National Association of Counties Deferred Compensation Program and hereby establishes the County of Gulf Deferred Compensation Plan for the voluntary participation of all eligible County employees, elected officials and independent contractors.

The ~~(Presiding Judge, County Administrator, County Clerk, etc.)~~ ^{County Chairman} (select one) is hereby authorized to execute for the County, individual participation agreements with each said employee requesting same, and to act as the "Administrator" of the Plan representing the County, and to execute such agreements and contracts as are necessary to implement the program. It is implicitly understood that, other than the incidental expenses of collecting and disbursing of the employees' deferrals and other minor administrative matters, there is to be no cost to the County for the program.

IT IS HEREBY FURTHER ORDERED, that a true copy of this Court Order/Resolution be spread upon the Court's record of this date.


(SIGNATURE)

CHAIRMAN, GULF COUNTY BOARD OF COUNTY
(TITLE)

*This Court Order/Resolution contains the necessary technical language as to content and substance. If any change in form is necessary in order to comply with applicable County requirements, please make such changes.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES BY AND AMONG
GULF COUNTY BOARD OF COUNTY COMMISSIONERS
AND SACRED HEART HEALTH SYSTEMS, INC.**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated _____, 2011, by and among the Gulf County Board of County Commissioners, having its principal office located at 1000 Cecil Costin Boulevard, Port St. Joe, Florida 32456, (the "County") and Sacred Heart Health System, Inc., a Florida charitable not-for-profit corporation having its principal office located at 5151 North Ninth Avenue, Pensacola, Florida 32504, ("SHHS").

WHEREAS, SHHS is the fee simple owner, equitable owner of certain real property and tangible personal property located in Gulf County, Florida, as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

WHEREAS, SHHS is a corporation established pursuant to the Florida Not-For-Profit Corporation Law and qualifies as a charitable tax exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, pursuant to Florida Statutes, a County may exempt the real and tangible property of a charitable tax exempt company from ad valorem taxes and tangible personal property taxes, to the extent of all or a part of the property is used for exempt purposes; and

WHEREAS, the real property and tangible personal property listed in Exhibit "A" has been determined to be exempt from ad valorem and tangible personal property taxes by the County and so directed to the Gulf County Property Appraiser; and

WHEREAS, the County and its citizens would benefit from payments by SHHS to compensate the County for a portion of its share of the County's cost to perform governmental services and functions which benefit SHHS; and

WHEREAS, County may utilize the funds paid by SHHS for any general governmental purpose that could be funded using ad valorem taxes, including but not limited to improving and expanding access to community-based health care and related services for the residents of Gulf County.

WHEREAS, SHHS will benefit from fair, stable, predictable payments in lieu of taxes through the term of this Agreement;

WHEREAS, the County and SHHS acknowledge as their mutual understanding and as part of the consideration for this Agreement that an obligation exists on the part of citizens and business generally in the County to support local government services.

NOW THEREFORE, in consideration of those Recitals and for other good and sufficient consideration, receipt of which is acknowledged, the County and SHHS agree:

BCC APPROVED

DATE _____ D.C. _____

[Handwritten signature]
2/28/12 *u*

1. Parties to Agreement: The parties to this agreement are the County and SHHS. No other person or entity is intended to be a party to this agreement, or to receive rights or privileges under this agreement.
2. Term of Agreement: This agreement shall have a term of one (1) year commencing at a date of adoption by the County, unless terminated earlier under Paragraph 9.
3. Payment in Lieu of Taxes to the County: SHHS shall make the following payments to the County, at the dates and in the amounts set out below:

In consideration for current and previous exempted taxes on or before December 31, 2011, SHHS shall pay to the County the sum of \$309,857.32. See attached Exhibit A. The payment under this paragraph shall be unrestricted and without condition, and shall be and remain the property of the County without regard to subsequent events.

4. Calculation of Payments in Lieu of Taxes: The payments by SHHS under this agreement shall be calculated in accordance with this Paragraph.

4.1 The most current Assessed Value of the Property shall be determined as the total value of real property, improvements to real property, personal property and fixtures.

4.2 The payment obligation of SHHS in any year shall be calculated in each year as: the product of the Annual Exempt Value multiplied by the total countywide mills plus the total city mills;

4.3 Payment in the amount set forth in Exhibit A per above calculation shall be due and payable in accordance with quarterly notice and mutual written confirmation between the County and SHHS as well as in coordination with the above referenced improvement and expansion of access to community-based health care (administered by AHCA) grant program the County has elected to participate in for the fiscal year 2011-2012.

5. County Responsibilities: The payments made by SHHS to County shall be used for the furtherance of any general governmental purpose that may be funded with ad valorem tax revenues, including but not limited to funding programs to improve the health care status of all residents of Gulf County, expand health care services and improve access to health care services.

6. Deadline for Adoption by the County: The County shall adopt this agreement on or before September 27, 2011 or SHHS, at its option, may withdraw from this agreement.

7. Deadline for Adoption by SHHS: SHHS shall adopt this agreement on or before October 25, 2011 or the County, at its option, may withdraw from this agreement.

8. Breach by SHHS; Remedies: If SHHS breaches this agreement, including failure to timely make payments required under this agreement, then the County, shall be entitled to seek equitable relief, including an injunction, damages, and such other relief as may be available under Florida law, including without limitation, termination of this agreement for cause.

9. Other Terms and Conditions:

9.1 This Agreement may be terminated by either party at any time, without cause and without penalty, upon no less than sixty (60) days prior written notice to the other party. Upon termination, SHHS shall have no obligation to make any further payments to the County hereunder.

9.2 This Agreement may be terminated upon mutual agreement of the parties in writing.

9.3 This agreement and the relationship of the County and SHHS shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising under this agreement shall be adjudicated in the Circuit Court for the Gulf County, State of Florida, at Port St. Joe, Florida.

9.4 No assignment of this agreement by any party shall be made or be effective without the prior, written consent of the other.

9.5 This agreement represents the complete agreement of the parties. This agreement supersedes all contracts, arrangements, discussions, commitments and offers of any kind or nature, oral or written, made by the parties at any time prior to the date of this agreement.

9.6 The headings in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement or any provision of this agreement.

9.7 This agreement may not be modified, altered or amended, and no rights under this agreement may be waived, except by a written amendment signed by the then current parties.

9.8 Any specific right or remedy set forth in this agreement legal or equitable, shall not be exclusive but shall be cumulative to all other rights and remedies allowable by this agreement or by law.

9.9 SHHS agrees that no restricted state or federal funds shall be used to satisfy the payments in lieu of taxes required pursuant to this agreement.

9.10 The failure by any party to exercise any of its rights under this agreement in the event of a breach of this agreement shall not be deemed a waiver of those rights nor a waiver of any subsequent breach.

9.11 Nothing in this agreement shall be deemed as a waiver by SHHS of its exemption from payment of County ad valorem and tangible personal property taxes, nor a determination by the County that SHHS is eligible or ineligible for exemption from payment of said taxes by virtue of its charitable tax exempt status. SHHS may continue to apply for and receive annual tax exemptions from the Gulf County Property Appraiser. Nothing in this Agreement shall affect the determination of the Property Appraiser with regard to the tax exempt status of SHHS property.

DATED this ____ day of _____, 2011.

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
WARREN J. YEAGER
Acting Chairman

Date: _____

SACRED HEART HEALTH SYSTEM, INC.

Date: 7/30/12

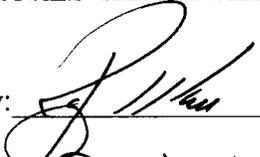
By:  _____
Its President _____

EXHIBIT "A"

Total Annualized Amount	\$ <u>309,857.32</u>
For <u>1</u> Years	\$ <u>309,857.32</u>
Total Rounded	\$ <u>309,857.32</u>

See attached correspondence from Gulf County Property Appraiser Office

Parcel No. 03040-155R	\$256,077.14
Parcel No. 03040-160R	\$53,780.18

25
FILED FOR RECORD
PERSONAL L. M. P. 015
CLERK OF DISTRICT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:07

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
Address: 1000 CECIL G COSTIN SR BLVD
PORT SAINT JOE, FL 32456
Employer Identification Number: 59-6000627
Nature of Business: MUNICIPALITY
Name of Plan: GULF COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFIT PLAN
Plan Number: 501

B. EFFECTIVE DATE

Original effective date of the Plan: February 13, 1990
If Amendment to existing plan, effective date of amendment: October 1, 2012

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service: First day of the month following 30 days of service.

Minimum Hours: All employees with 30 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.

Age: Minimum age of 0 years.

D. PLAN YEAR

The current plan year will begin on October 1, 2012 and end on September 30, 2013.

BCC APPROVED

DATE _____ D.C. _____

8/22/25

Each subsequent plan year will begin on
October 1 and end on September 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

If a non-HSA plan is elected, the employer will pay \$400.00 per month toward employee only medical and \$650.00 per month toward employee and spouse/child(ren) or family medical coverage. If an HSA plan is elected, the employer will pay \$550 per month toward employee only medical and \$800.00 per month toward employee and spouse/child(ren) or family medical coverage. If the employer contribution exceeds the premium, the excess will be put towards the 4FS HSA Choice Plus Plan or 9FS HSA Choice Plan. 100% of employee only dental. If an employee opts out of coverage he/she may receive \$200.00 per month as taxable cash.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

75% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company Accident Only Plan and
Hospital Indemnity
United Healthcare
BlueCross/BlueShield**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company LTD and STD

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-10 and Subsequent
Policies**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Florida Combined Life Dental
Humana Comp Benefits Vision**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

ING

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ N/A per Plan Year

Maximum Contribution - \$ N/A per Plan Year

Recordkeeper: N/A

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ N/A per Plan Year

Maximum Coverage - \$ N/A per Plan Year

Recordkeeper:

Restrictions:

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan N/A elected.

HEART ACT: The provisions in Section 8.07 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) N/A elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan N/A elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **As designated by the employee and mutually agreed upon by the employer.**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Florida. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20__.

GULF COUNTY BOARD OF COUNTY COMMISSIONERS
(Name of Employer)

Witness: _____ By: _____

Title: _____ Title: _____

APPENDIX A

Related Employers that have adopted this Plan

- Name(s):**
GULF COUNTY SHERIFF'S OFFICE
GULF COUNTY PROPERTY APPRAISERS
GULF COUNTY SUPERVISOR OF ELECTIONS
GULF COUNTY TAX COLLECTORS OFFICE
GULF COUNTY CLERK OF COURTS

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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
 (a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 Effective Date

The effective date of this Plan as shown in Item B of the Adoption Agreement.

- 2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.

- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
- (c) The date of termination of the Plan; or
- (d) The first date a Participant fails to pay required contributions while on a leave of absence.

3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV
CONTRIBUTIONS

- 4.01 **EMPLOYER CONTRIBUTIONS**: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 **IRREVOCABILITY OF ELECTIONS**: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) **Change in Status**. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
 - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
 - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
 - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
 - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) **Special Enrollment Rights**. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that

the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

- (h) Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.
- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.
- 8.03 TERMS, CONDITIONS, AND LIMITATIONS:
- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
 - (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
 - (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants.

Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

- (e) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.
- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan, shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced

participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- (a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer’s major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper’s identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.

- (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
- (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
- (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
- (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

(d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - (b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
 - (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
 - (d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
 - (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- (a) "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- (b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- (c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as

the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

(a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

(b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer.

Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was

filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,

- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:

- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 0511

Amend the FY2011-2012 Budget for account reclassifications. No change to budget.

Budget Amendment #1

General Fund (includes Public Works Consolidated Services Fund-Part of General Fund)

	Original Budget	Increase	Decrease	Amended Budget
<i>Transfers In:</i>				
104381-00000 Interfund Transfer	\$2,704,992	\$ -0-	\$2,704,992	\$ -0-
104381-92000 Intra-fund Transfer	\$ -0-	\$ 2,704,992	\$ -0-	\$ -0-
00189-10000 Interfund Transfer	\$ 200,000	\$ -0-	\$ 200,000	\$ -0-
00181-91000 Interfund Transfer	\$ -0-	\$ 200,000	\$ -0-	\$ 200,000

BCC APPROVED

DATE _____ D.C. _____

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.

Memo

To: Gulf County Board of County Commissioners

From: Brad Price

Re: Utility Trailer at Howard's Creek

I am recommending to the Board to accept a Jet Ski trailer on behalf of Howards Creek Fire Department from Wewa Search and Rescue. This transaction was made in 2004 but never received Board approval. However, there were repairs made on the trailer By Howards Creek Fire Department and there is an outstanding balance of \$835.15. The Clerk's Office will not pay the invoice at Rowland's Welding and Supply on the repairs until the Board accepts the trailer. I would also like to request that the Board pay the invoice in the amount of \$835.15 owed at Rowland's Welding and Supplies.

If the Board has any further questions Please give me a call at: 850-227-8353.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:15

BCC APPROVED

DATE _____ D.C. _____

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

59
8/28/12 LL

WEWAHITCHKA SEARCH AND RESCUE, INC.

60

P.O. Box 555

Wewahitchka, FL 32465

Don Minchew, President

Phone 850-639-2605

Fax 850-639-2701

Cell 850-814-3180

E-Mail: citywewa@fairpoint.net

Federal ID #51-0497208

August 16, 2012

Board of Gulf County Commissioners
1000 Cecil Costin Boulevard
Port St Joe, FL 32456

Gentlemen:

Please consider this letter as confirmation that the following items were given to Howard's Creek Volunteer Fire Department sometime in 2003-2004:

1993 Yamaha Fiberglass jet ski (County ID#125-3)

1992 Yamaha Fiberglass jet ski (County ID#125-4)

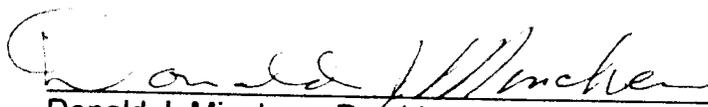
Trailer the jet skis were on (no identification)

The jet skis were junked in December 2003 and the Howard's Creek Volunteer Fire Department kept the trailer for use with other equipment.

If you have any further questions, please give me a call.

Sincerely,

WEWAHITCHKA SEARCH & RESCUE, INC.


Donald J. Minchew, President

State of Florida Charitable Registration # CH-17646
A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION
MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY
CALLING TOLL FREE 800-435-7352 WITHIN THE STATE. REGISTRATION
DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY
THE STATE.

60

8/28/12 LL



- Purchases
- Repairs
- Tran History
- Maint History
- PO/Inv Find
- Find by Map
- Employees

Asset 01942 **Commodity**
Status RETIRED **Desc** 1993 YAMAHA FIBERGLASS JET SKI
Class 42 ON-ROAD EQ **Master**
Sub-class 422 WATERCRAFT/ATV/MOTORS **Type** GOVERNMENTAL

Pending transactions WO Asset

Main Additional Maintenance/Insurance Memos Accounts Sources

Tag number	125-3	Serial/Parcel	YAMA0400K293	
Location	125	SEARCH & RESCUE WEWA	Department	125 SEARCH
Loc. memo			Custodian	WEWA S&R SEA
Storg. loc			Floor/Room	
Date acq.	01/01/1998		Acquis cost	1,000.
Fiscal yr	1998			
Manufact	YAMAH	YAMAHA	Quantity	1
Model			Unit cost	1,000.
Model year	1993		Acres	0.000
Lic/Reg #	FL9876HR		Square ft	0
			GIS layer ID	

Junked 12/17/2003



1 of 1



Display Purchase History.



- Purchases
- Repairs
- Tran History
- Maint History
- PD/Inv Find
- Find by Map
- Employees

Asset 01943 **Commodity**
Status RETIRED **Desc** 1992 YAMAHA FIBERGLASS JET SKI
Class 42 ON-ROAD EQ **Master**
Sub-class 422 WATERCRAFT/ATV/MOTORS **Type** GOVERNMENTAL

Pending transactions WO Asset

Main Additional Maintenance/Insurance Memos Accounts Sources

Tag number	125-4	Serial/Parcel	YAMA01281192	
Location	125 SEARCH & RESCUE WEWA	Department	125	SEARCH
Loc. memo		Custodian	WEWA S&R	SEA
Storg. loc		Floor/Room		
Date acq.	01/01/1998	Acquis cost		500.
Fiscal yr	1998			
Manufact	YAMAH YAMAHA	Quantity		1
Model		Unit cost		500.
Model year	1992	Acres	0.000	
Lic/Reg #	FL3104HU	Square ft		0
		GIS layer ID		

Jun Ker 12/17/2003



1 of 1



Display Purchase History.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

63

COUNTY ATTORNEY'S OFFICE

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

August 5, 2012

Gulf County Board of County Commissioners
Chief Administrator's Office
Donald Butler, Chief Administrator
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

Re: Professional Services Rendered
NLG File No.: 2200-004 & 005

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 PM 3:05

Dear Mr. Butler:

Enclosed for your review and file, please find our firm's invoices for professional services rendered.

Additionally, please note an invoice summary statement of the litigation matters for the period of March, April and May 2012 have been included for your reference, review and approval.

Should you have any questions, please contact our office immediately.

Very truly yours,
Novak Law Group, PLLC

Encl.

cc: Kari Summers, Gulf County Clerk's Office

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

63

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

COUNTY ATTORNEY'S OFFICE

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

August 5, 2012

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

FILED FOR RECORD
REBECCA L. HORNIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 PM 3:05

**Re: Summary of Professional Services Rendered and Enclosed Invoices
Litigation – Professional Legal Services NLG File No.: 2200-004 & 005
March – May 2012 - (3/1/12 - 5/31/12)**

Summary of Invoices for Professional Services
Gulf County Litigation / Pending Litigation Matters

2200-005		
-	Gulf County Litigation / Pending Litigation Matters (10.10 hrs. x \$140)	= \$1,414.00
		<hr/>
2200-004		
-	Gulf County Deepwater Horizon Matters (9.5 hrs. x \$140)	= \$1,330.00
		<hr/>
	Total Professional services (litigation)	\$2,744.00

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 21314-31100

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

INVOICE Number 1573

July 31, 2012

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, Marina & 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 Physical Monitoring Services
Project Number: 12-210.16
Invoice Period: July 1, 2012 to July 31, 2012

Description of Professional Services:

Item Description	Percent Complete This Period	Item-Total
Physical Monitoring Surveys and Report		
<i>Budget</i> \$ 114,793.00 (100.00%)		
<i>Prior Billing</i> \$ 0.00 (0.00%)		
<i>Available Balance</i> \$ 114,793.00 (100.00%)	19.0%	\$ 21,810.67
DUE WITHIN 30 DAYS OF RECEIPT		TOTAL INVOICE \$ 21,810.67

Please remit payment of **\$ 21,810.67** 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

Michael R. Dombrowski, P.E.
 Principal Engineer

Cc: Lynn Lanier, Deputy Administrator

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2012 AUG 22 AM 11:07

APPROVED FOR PAYMENT

Date 8/21/12 D.H. [Signature]
 Acct # 28035-31000

BCC APPROVED

DATE _____ D.C. _____

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.

Memo

To: Gulf County Board of County Commissioners

From: Brad Price

Re: Utility Trailer at Howard's Creek

I am recommending to the Board to accept a Jet Ski trailer on behalf of Howards Creek Fire Department from Wewa Search and Rescue. This transaction was made in 2004 but never received Board approval. However, there were repairs made on the trailer By Howards Creek Fire Department and there is an outstanding balance of \$835.15. The Clerk's Office will not pay the invoice at Rowland's Welding and Supply on the repairs until the Board accepts the trailer. I would also like to request that the Board pay the invoice in the amount of \$835.15 owed at Rowland's Welding and Supplies.

If the Board has any further questions Please give me a call at: 850-227-8353.

FILED FOR RECORD
BERNICE L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:15

BCC APPROVED

DATE _____ D.C. _____

CARMEN L. McEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

8/28/12 LL

000001

ROWLAND'S WELDING & SUPPLIES
P.O. Box 838
Hwy 22 West
Wewahatchka, FL 32465

Customer's Order No. _____ DATE 11-25-2011

SOLD TO Howard Creek Fire Dept

ADDRESS 1000 Cecil Carter Blvd

ALESMAN Paul St. George PERAMS 32856

CASH CHARGE C. O. D. _____ PAID OUT _____ RETD. MDSE. _____ RECD. ON ACCT. _____

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	AXLE - 1 1/2" X 2" X 16" Spline	28.97	28.97
2	98845-84 Spindles	110.20	110.20
2	74238 Bearings Kit	30.75	30.75
2	97050 U Bolt Kits	25.36	25.36
2	9/16 X 3" Spring Bolt & Nuts	2.85	2.85
2	01656 SE Spring Bushings	87.52	87.52
2	14112 Axle Spring Spacers	5.40	5.40
4	9155 1/2 X 4 1/2 U Bolt & Nuts	7.24	7.24
8	1/2 Lock Nuts	2.80	2.80
1	1/2" Compler Weld on	20.52	20.52
1	Traverse Jack Sling Lip Type	36.60	36.60
2	Packed Grease Gun	12.00	12.00
			<u>325.15</u>
	Tax	17.00	17.00
			<u>510.00</u>
			<u>835.15</u>

B. Moor
3-26-12

32722-46200

Questioned due to repairs to Rowland
being changed, called Mr. Rowland
+ he talked me
+ he talked me
+ he talked me
3/27/12

ALL CASH and Returned Goods MUST Be Accompanied By This Bill

SIGNATURE _____

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301
PHONE: 850.205.1996 • FAX: 850.205.3004
WWW.SNIFFENLAW.COM

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED INFORMATION
PRIVILEGED UNDER SECTION 119.071(1)(D)

August 10, 2012

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:16

Jeremy T.M. Novak
County Attorney
Gulf County
209 7th Street
Port St. Joe, FL 32456

Dear Jeremy:

Enclosed please find statement no. 9120 dated August 10, 2012. In summary, the total amount owed is \$3,653.54.

If this billing meets with your approval, we would appreciate receiving payment within 30 days. Should you have any questions, please do not hesitate to call me.

Very truly yours,



Michael P. Spellman

MPS/tsw
Enclosure

BCC APPROVED

DATE _____ D.C. _____

21111-31300

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street
Tallahassee, Florida 32301
Phone: (850) 205-1996 Fax: (850) 205-3004
Federal I.D. #20-2446163

Terms: Due Upon Receipt

Attn: Jeremy Novak
Gulf County
Lynn Lanier, Deputy Administrator
Gulf County Board of County Commiss
1000 Cecil G.Costin Sr.Blvd.Rm 302
Port St. Joe FL 32456

Page 1
August 10, 2012
Account No: 7010-001
Statement No: 9120

Modification of Consent Decree

For Legal Services through July 31, 2012.

Thank you for allowing us to serve you.

			Hours	
07/01/2012	MPS	Email with J. Novak regarding County Commission meeting.	0.20	38.00
07/09/2012	MPS	Review issues surrounding countywide voting and approval of Federal Court to redistricting completed in 2011.	1.30	247.00
07/10/2012	MPS	Email with J. Novak.	0.10	19.00
07/11/2012	MPS	Email with J. Novak.	0.10	19.00
07/15/2012	MPS	Continue reviewing issues surrounding redistricting by County Commission in 2011 and need for approval by Federal Court.	2.20	418.00
07/19/2012	MPS	Email with J. Novak.	0.20	38.00
07/20/2012	MPS	Review issues regarding requirement under Consent Decree for approval of redistricting.	3.20	608.00
07/21/2012	MPS	Continue reviewing issues regarding countywide voting and ability to challenge Consent Decree.	1.40	266.00
07/26/2012	MPS	Telephone conference with J. Novak regarding appearance at County		

Gulf County

August 10, 2012

Account No: 7010-001
Statement No: 9120

Modification of Consent Decree

		Hours	
	Commissioner meeting.	0.70	133.00
07/27/2012	MPS Review email from J. Novak.	0.10	19.00
07/29/2012	MPS Review file and prepare for meeting before County Commission.	2.70	513.00
07/30/2012	MPS Travel to Port St. Joe; meeting with J. Novak; appear before County Commission; meeting with J. Novak post Board meeting; travel to Tallahassee (5.8); draft letter to Board of County Commissioners (.4); contact Dr. Bullock (.2).	6.40	1,216.00
	Total for Current Services	18.60	3,534.00

Summary by Timekeeper

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
Michael P. Spellman	18.60	\$190.00

Expenses/Advances

07/30/2012	Travel expense - MPS gas for trip to Gulf County Commission Meeting.	31.11
07/30/2012	Travel expense - MPS Parking at Republic during Gulf County Commission Meeting.	11.00
07/30/2012	Travel expense - MPS car rental at National for travel to Gulf County Commission Meeting.	77.43
	Travel expense	119.54
	Total Expenses Thru 07/31/2012	119.54
	Previous Balance	\$511.00
	Total Current Charges	3,653.54

Payments

Total Payments Thru 08/10/2012	-511.00
Total Balance Due	\$3,653.54

APPROVED FOR PAYMENT
 Date _____ D.H. _____
 Acct # _____

Billing History

<u>Fees</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
22,036.00	426.74	9,732.46	0.00	28,541.66

Payments received after 08/08/12 are not included on this statement.





11501 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
302.511.8500
302.511.8598 fax

Invoice Number 0112591
Invoice Date January 31, 2012
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:17

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			
E&P	Amanda L. Wood	Longworth Cafeteria 2/8/12 meal	7.75
E&P	William Ferguson, Jr.	12/6 Ritz Carlton dinner	168.34
Telephone		ALLIEDTELE 01/12 Internet	7.48
Telephone		ATTTFG Nov 11/ Dec 11	11.03
Telephone		PAETEC Dec 2011	5.07
Travel	Amanda L. Wood	Cabs to/from Hill - around Hill	72.00
Invoice Total			271.67

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT

Date 8/21/12 D.H. LL
Acct. # 2111-31200

BCC APPROVED

DATE _____ D.C. _____

8/27/12 LL



1110 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.4500
202.331.1983 fax

Invoice Number 0212594
Invoice Date February 29, 2012
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 02/12 Internet	7.77
Telephone	ATTTEG Dec 11/ Jan 12	2.48
Telephone	PAETEC Jan 2012	5.56
Telephone	TCGRP Jan 2012	17.54
Travel	William Ferguson, Jr. Cab to dinner - Art&Soul 2/8/12	11.00
Invoice Total		44.35

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT
Date 8/28/12 DHL
Acct. # 2111-31200

FILED FOR RECORD
REBECCA L. HARRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:16

BCC APPROVED
DATE _____ D.C. _____

8/28/12 CC **72**



1140 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

Invoice Number 0312570
Invoice Date March 31, 2012
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

REIMBURSABLE EXPENSES			Current Amount
E&P	Amanda L. Wood	Meal with Client	6.27
E&P	Tina I. Dykstra	Gulf County lunch	159.19
E&P	Valerie L. Gelnovatch	Breakfast Juan Valdez 3/5	5.82
E&P	Valerie L. Gelnovatch	Lunch Vapiano 3/6	13.75
Telephone		ALLIEDTELE 03/12 Internet	8.33
Telephone		ATTTEG Jan 12/Feb 12	5.43
Telephone		PAETEC Feb 2012	5.77
Travel	Amanda L. Wood	Multiple Taxi Cabs, 03/06/2012	72.00
Travel	Amanda L. Wood	Parking at Hilton Washington	42.00
Travel	Amanda L. Wood	Taxi Cab for Client Meeting	21.97
Travel	Valerie L. Gelnovatch	Airfare - Orbitz 2/27	135.80
Travel	Valerie L. Gelnovatch	Parking 3/6	30.00
Travel	Valerie L. Gelnovatch	Taxis 3/5	101.00
Invoice Total			607.33

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT
Date 8/28/12 DH LL
Acct. # 2111 - 31200

FILED FOR RECORD
KIMBERLY L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:16

BCC APPROVED
DATE _____ D.C. _____

8/28/12 LL



1100 Connecticut Avenue, NW
 Suite 300
 Washington, D.C. 20036
 202-331-8500
 202-331-1596 fax

Invoice Number 0412576
 Invoice Date April 30, 2012
 PO Number
 Contract
 Project 0711-GULFCOUNTY
 Page 1 of 1

74

FILED FOR RECORD
 REGGAL MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2012 AUG 22 AM 11:17

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 04/12 Internet	8.16
Telephone	ATTTFG Feb 12/Mar 12	35.45
Telephone	PAETEC Mar 2012	5.28
Telephone	TCGRP Mar 2012	4.06
Invoice Total		52.95

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT

Date 8/21/12 D.H. LC
 Acct. # 21111 - 31200

RECEIVED
 30
 8/21/12

BCC APPROVED

DATE _____ D.C. _____

DATE 8/28/12 LC



THE FERGUSON GROUP, INC.

1100 Connecticut Avenue, NW
Suite 300
Washington, DC 20036
202.331.3500
202.331.1799 fax

Invoice Number 0512576
Invoice Date May 31, 2012
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

RECEIVED
COURT REPORTERS

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

Manager Valerie L. Gelnovatch

REIMBURSABLE EXPENSES		Current Amount
Telephone	ALLIEDTELE 05/12 Internet	8.25
Telephone	ATTTFG Mar 12/Apr 14	18.24
Telephone	PAETEC Apr 2012	5.84
Travel	Amanda L. Wood Client Taxi for meeting	23.98
Travel	Amanda L. Wood Multiple Taxi's for Client Meetings	47.00
Invoice Total		103.31

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT
Date 8/28/12 DH LL
Acct. # 2111-31200

FILED FOR RECORD
REBECCA L. HARRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:16

BCC APPROVED

DATE _____ D.C. _____

DATE 8/27/12 **75** LL



1110 Connecticut Avenue, NW
Suite 300
Washington, DC 20036
202.331.8500
202.331.1599 fax

Invoice Number 0612571
Invoice Date June 30, 2012
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

2012 AUG 24 10:04 AM
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

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		
Delivery	LDD Meals/Tips (Cash)	5.00
Telephone	ALLIEDTELE 06/12 Internet	8.60
Telephone	ATTTFG Apr 12/May 12	52.37
Telephone	PAETEC May 2012	6.00
Telephone	Valerie L. Gelnovatch Telephone - April and May 2012	11.22
Invoice Total		83.19

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT

Date 8/28/12 DH LL

Acct. # 21111-31200

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:16

BCC APPROVED

DATE _____ D.C. _____

CONSENT
DATE 8/28/12 LL



GULF COUNTY
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: MARSHALL NELSON *Marshall Nelson*
DATE: AUGUST 16, 2012
SUBJECT: REQUEST TO PURCHASE ARCGIS SOFTWARE SOFTWARE
QUOTATION #20407792

By this memo we are requesting board approval to purchase one (1) ArcGIS for Server Workgroup Software in the amount of \$5,000.00 with two (2) additional licenses in the amount of \$5,000.00 for a total purchase price of \$10,000.00. Purchase of the software will be made from Environmental Systems Research Institute, Inc., (esri) a sole source provider of the software and will be paid for with grant match funds.

Should you have any questions of need additional information do not hesitate to call me at 850-229-9110.

Attachments

BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. JOHNS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 10: 01



Quotation # 20407792

78

Date: June 21, 2012

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

3325 Springbank Ln, Ste 200

Charlotte, NC 28226-3343

Phone: (704) 541-9810

Fax: (704) 541-7620

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 142214 Contract #

COUNTY OF GULF

GIS DEPT

1000 CECIL G COSTIN SR BLVD

PORT SAINT JOE, FL 32456

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 06/21/2012 To: 09/19/2012

ATTENTION: Scott Warner

PHONE: (850) 229-6145

FAX: 866-402-1692

Material	Qty	Description	Unit Price	Total
109897	1	ArcGIS for Server Workgroup Standard Up to Two Cores License	5,000.00	5,000.00
109044	2	ArcGIS for Server Workgroup Standard One Core Additional License	2,500.00	5,000.00
			Item Total:	10,000.00
			Subtotal:	10,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$10,000.00

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Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 142214 Contract #
COUNTY OF GULF
GIS DEPT
1000 CECIL G COSTIN SR BLVD
PORT SAINT JOE, FL 32456
ATTENTION: Scott Warner
PHONE: (850) 229-6145
FAX: 866-402-1692

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**EXHIBIT 1
SCOPE OF USE
(E300 05/24/2012)**

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**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

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<p>Desktop</p> <ul style="list-style-type: none"> ▪ ArcExplorer—Java and Windows Editions (20; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS Explorer Desktop (20; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for AutoCAD (20) ▪ ArcLogistics <ul style="list-style-type: none"> – Desktop (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>) – Using ArcGIS Online (20; 46; <u>Addendum 2, Note 1</u>) – Using ArcGIS for Server (20; 46; <u>Addendum 2, Note 1</u>) – Navigator (46; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>) ▪ ArcPad (12; 13; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>) ▪ ArcReader (20; <u>Addendum 2, Note 1</u>) ▪ ArcView 3.x and Extensions (17) ▪ Esri Business Analyst (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Esri Maps for Office (<u>Addendum 2, Note 1</u>) <p>Server</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (8; 9; 28; 29; 30; 32; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) – Enterprise (8; 9; 27; 31; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS for Server Extensions <ul style="list-style-type: none"> – ArcGIS for INSPIRE (8; <u>Addendum 2, Note 1</u>) 	<ul style="list-style-type: none"> ▪ Esri Business Analyst Server <ul style="list-style-type: none"> – Workgroup (8; 9; 28; 29; 30; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) – Enterprise (8; 9; 27; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Portal for ArcGIS (31; 61; 62; <u>Addendum 2, Note 1</u>) ▪ Esri Tracking Server (31) ▪ Esri Maps for IBM Cognos (53) ▪ Esri Maps for SharePoint (<u>Addendum 2, Note 1</u>) <p>Developer Tools</p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS for iOS (<u>Addendum 2, Note 1</u>) ▪ ArcGIS for Windows Mobile Deployments (15; 54; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Runtime (18; 59; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Runtime SDK (16; 60; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; <u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst Server Developer (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>; <u>Addendum 2, Note 6</u>) ▪ Esri File Geodatabase API (47)
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Notes

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**ADDENDUM 2
DATA TERMS OF USE
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes the License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. Licensee may cancel a subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

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Notes

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**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

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SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

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In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum:

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- b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
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- d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
- f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through the ArcGIS Website Online Content.
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SOLE SOURCE LETTER
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
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Telephone: 909-793-2853, extension 1990
E-mail: jricks@esri.com

DATE: 01/19/2012

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Geographic Information System Software

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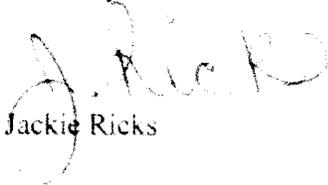
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Sincerely,


Jackie Ricks

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ArcGIS® for Emergency Management



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ArcGIS for Emergency Management

An Esri White Paper

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ArcGIS for Emergency Management

Introduction

ArcGIS® for Emergency Management is an openly available baseline configuration of mission-specific templates, tools, and applications sitting on top of the flexible and scalable ArcGIS platform reference architecture. The platform organizes, manages, and delivers appropriate information and data to emergency management personnel based on their specific missions and roles within the organization. As an organization begins to manage its data, perform hazard analysis and risk assessment for its areas of interest, and deliver information in an effective manner, it can begin to respond more effectively and recover more quickly.

ArcGIS for Emergency Management supports and enables common workflows across all aspects of the emergency management mission, from planning to response and recovery. It provides the analytic engine that creates the foundation of good preparedness for an organization by allowing it to conduct comprehensive risk and hazard analysis that identify community vulnerability and highlight mitigation priorities. It also allows better preplanning around events and scenarios that in turn leads to a higher level of overall preparedness. Implementing ArcGIS for Emergency Management promotes enhanced situational awareness to support better decision making by delivering information in a meaningful way for users. This includes alignment with the National Incident Management System (NIMS)/Incident Command System (ICS) and the National Response Framework (NRF).

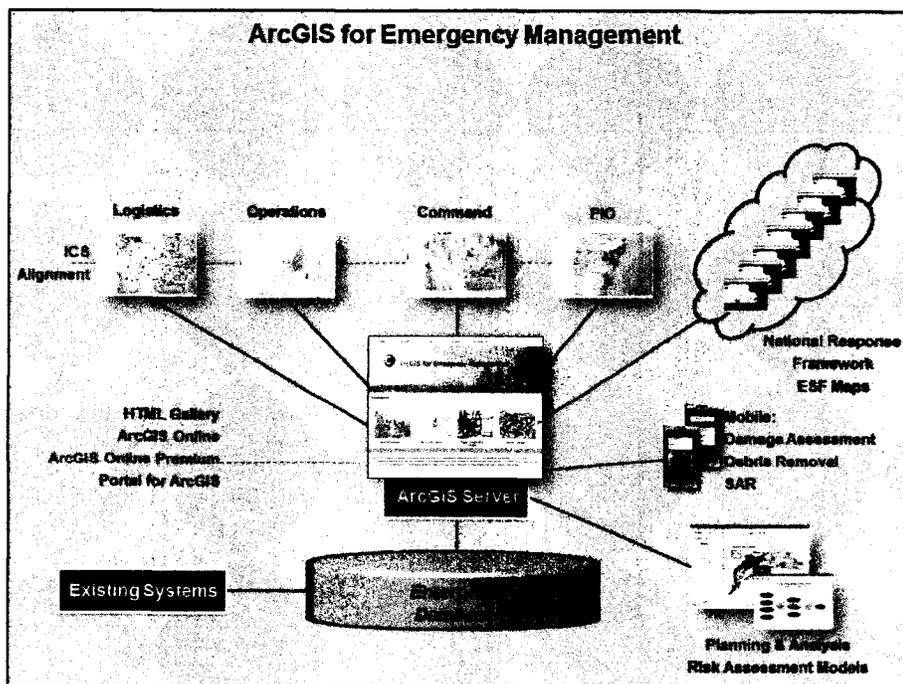
ArcGIS for Emergency Management provides organizations with a baseline configuration in support of these workflows through the use of templates. These include the following:

- Data model that includes public safety-specific features for operational data
- Common analytic tool and model for vulnerability analysis and impact assessments
- Situational awareness viewer that supports mission-specific delivery of data and tools
- Configuration guidelines for common authoritative data sources such as the Homeland Security Infrastructure Program (HSIP) and HAZUS
- Mobile projects to support emergency management missions including damage assessment
- Public information map that integrates social media
- Data exchange and catalog portal for collaboration and data discovery

ArcGIS for Emergency Management Configuration

Following is a general description of ArcGIS for Emergency Management and how the ArcGIS platform can be configured to provide the benefits described above.

ArcGIS for Emergency Management is designed to organize and deliver the baseline tools and data typically needed to support an emergency management organization. This delivery includes desktop, server, mobile, and web access using a common repository of data and tools that is managed by the ArcGIS platform. These data and tools have been typically accessed by a single web-based common operating picture (COP), the user experience and access when and where appropriate have been difficult. ArcGIS for Emergency Management promotes access to these data and tools via multiple mission-specific maps or applications that are based on a user's role or responsibilities. These maps and applications are available throughout the organization on any device and are intended to provide targeted and meaningful delivery in support of specific mission requirements. Aligning delivery to a user's mission facilitates the user experience and removes the burden of searching for the right data or tool to answer a specific question. Just as a good traditional paper map helps sift away the noise and focus attention on the task at hand, mission-specific intelligent maps and applications can do the same thing in a digital environment, from any location in the field to the office. These mission-specific views can then be used on both a daily basis and during incident support. The graphic below outlines a baseline configuration of the ArcGIS platform—the common operating platform—that aligns with a common emergency management organization structure and mission.



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Data Management

Emergency management relies on a multitude of data that drives analysis and helps inform decision makers. Creating, editing, and managing this data is the foundation of ArcGIS as the common operating platform. Data comes from many different sources (spreadsheets, web services, business systems, etc.) and can quickly overwhelm decision makers. However, normalizing the data by geography presents patterns that become apparent—tabular data begins to tell a story that supports decision makers. Once data is captured, personnel can begin to feed analytic models and drive intelligent maps or applications that provide insight into how an event is unfolding or a decision impacts an organization. But data management is not just about consumption. Sharing relevant and authoritative data and information products with organizational partners is vital, and ArcGIS provides the mechanism to do that. ArcGIS for Emergency Management is built on sound data management and data sharing capabilities that allow users to form common communities that open the door for collaboration.

Planning and Analysis

Raw data might not be useful, but analyzed information is. ArcGIS provides the analytic engine to turn the raw data stream into actionable information. Planning and analysis are most commonly performed through the use of ArcGIS Desktop, but the common operating platform allows access to analytics that can be executed from any location. Analysis is critical to supporting the emergency management life cycle. It is how an organization can analyze risk, understand vulnerability, identify mitigation priorities, develop comprehensive response plans, and test the impact of different event scenarios. The following are examples of common planning and analysis functions for emergency management:

- Conducting a jurisdictional vulnerability analysis based on the occurrence or presence of several elements:
 - Critical infrastructure
 - Natural hazards
 - Technological hazards
 - Historical risk
 - Vulnerable populations
- Resource management and preplanning
- Modeling loss estimates and impact analysis for events using HAZUS
- Building incident action plan (IAP) maps
- Planning for special events and promoting common incident command and control

Situational Awareness and Response

As an organization begins to fuse and manage all its disparate data within the common operating platform, delivery and access for situational awareness have historically been achieved through a web-based viewer frequently referred to as the common operating picture. As access to data and dynamic information has increased over the years, the traditional COP has become cluttered with too many datasets and tools so use is difficult. Regardless of what users' roles in the organization are or the workflow they are trying to accomplish, they all use the same COP and are forced to find the data or tool they need to answer a question and move on.

ArcGIS for Emergency Management is designed to change the way content is delivered and allow information to flow across the organization in a direct and concise manner.

ArcGIS for Emergency Management addresses this by providing mission-specific maps and applications that tailor situational awareness to the role each decision maker or staff is responsible for. This ArcGIS for Emergency Management configuration, with multiple mission-specific viewers in place of one COP, also aligns with NIMS and delivers data and tools based on the ICS framework. A logistics chief has a very different need and use case than an incident commander does. By aligning each view to the organization structure, each person enters into a user-friendly experience that makes sense based on mission requirements. This can be further tailored to even more specific delivery and aligned to the NRF Emergency Support Functions (ESF), which are responsible for an even finer-grained detail of the organization. ESF 1—Transportation organizations should only be presented with the data (transportation infrastructure) and tools they need, not a catchall system that appears foreign. The following baseline configuration guidance for ICS command, operations, logistics, and public information and for ESF 1–15 is provided as a starting point for better situational awareness. The high-level design of these views is as follows:

Command Executive Dashboard

The command dashboard provides situational awareness for decision makers and command staff in a dashboard-type environment. This view is always on and running as a high-level overview of a jurisdiction and the current status it faces. It includes major hazard feeds (weather, earthquake, tsunami, hurricane, etc.) but can also be connected to crisis information management system (CIMS) or computer-aided dispatch (CAD) data to show high-impact events in the community. As a reference to assess the impact of these events, the view should contain the risk/hazard analysis data layers for the organization and the vulnerability analysis conducted. This is not a heavy-lifting viewer with a lot of data or tools but a clean interface designed for maximum consumption or situational awareness without the noise. It should be focused solely on command, departmental executives, or elected officials.

Operations/Tactical Planning View

The operations/tactical planning view provides a picture of the ongoing situation and response within a jurisdiction. It is the heaviest viewer for tools and data and would contain the most information about the operational aspects of an incident. It should provide tools that allow operations staff to manage field operations, answer questions about impact, illustrate and convey planned activities, and monitor response efforts such as search and rescue or damage assessment. This view should be connected directly to the field personnel who are collecting information in real time. It should also report the status of activities in relation to a stated goal. As the operations staff makes decisions, the ability to mark up the map with incident symbology that conveys status should also be included.

Logistics/Resource View

Logistics officers need visibility into the status, availability, and location of resources while working on the management of resources for an organization. This workflow includes the ability to query and task relevant commercial or emergency rental resources potentially needed for events (dump trucks, potable water, portable toilets, lumber, etc.) based on location in proximity to an incident location. The logistics viewer also provides updated information on the transportation network for appropriate routing and movement of resources in addition to incident information and needs coming from the operations and planning sections.

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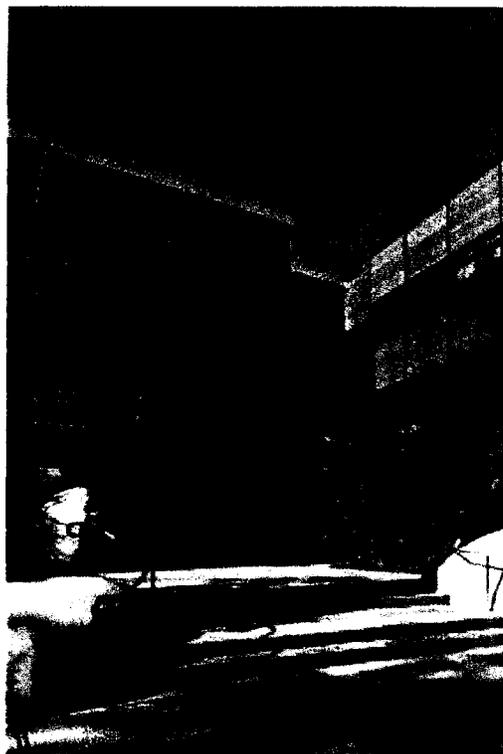
- Public Information View** During crises, communication with the public is critical to both educate and inform on current plans, activities, and decisions. In return, the public can provide valuable information to the organization and, in essence, become a force extender on the ground. The public information view provides awareness to citizens regarding response and recovery aspects. This viewer is targeted to non-GIS users and is intended to be lightweight, with limited tools and data for the public to access. The data provided will be a subset of the larger operational data that has been approved for public release and disseminate value-added alerts or operational data to inform. Likewise, the viewer can be adapted to collect information from the public through controlled entry forms for volunteered geographic information (VGI) from the crowd or to harvest public information from social media sites (e.g., Twitter®, YouTube®, Flickr®).
- ESF Viewers** When emergencies occur, the Federal Emergency Management Agency (FEMA) and many states organize around 15 ESFs as defined in NIMS. These represent functions and services that are critical for incident management and recovery. ESFs also become the communication channels between all levels of governments for specific tasks. Each ESF plays a specific role, and therefore, these viewers provide users with more targeted delivery during an incident. As an example, ESF 1—Transportation is responsible for aviation/airspace management and control, transportation safety, restoration/recovery of transportation infrastructure, movement restrictions, and damage and impact assessment to infrastructure. The ESF 1 mission requires specific data and tools that are much different than those of ESF 9—Search and Rescue, which is responsible for life-saving assistance and conducting search and rescue operations.
- Briefing View** When an incident briefing is required, it is often done by various officials representing the ESFs above and commonly uses static presentations based on text only. ArcGIS for Emergency Management aligns the data to the ESF mission and, as a result, creates dynamic maps in support of briefings and decision support. Using a tool like ArcGIS Explorer Online in presentation mode, an organization can show the different ESF views dynamically, along with the high-level ICS views, to support live briefings during an operation. The data is current, and the content is relevant without having to stop operations to build briefing materials. All these maps are being updated in real time as users conduct their missions.
- Mobile Capabilities** A final component of ArcGIS for Emergency Management, and perhaps the most critical, is the mobile component. Building tools and applications that work in the field and empower knowledge workers to complete their workflows in a more streamlined manner is an important part of completing the information life cycle. These mobile applications connect the field to the office using the same common operating platform and are largely deployed in support of command and control (incident management), response (search and rescue; situational awareness), and recovery (damage assessment; debris removal) workflows. As workers in the field access the application on their mobile devices, they see the same symbology and data that those in the office are using. As they begin their work, the application should align to their mission by providing only the data and collection tools needed, thereby removing any irrelevant information.
- Summary** ArcGIS for Emergency Management is a scalable reference configuration of a common operating platform with viewers and tools designed to support general emergency management workflow requirements. ArcGIS for Emergency Management is designed to deliver content and allow information to flow across an organization in a targeted and

meaningful way. By deploying the ArcGIS platform and developing the views and tools described in this document, an organization can truly achieve visibility into all facets of the emergency management life cycle. As organizations begin to shift focus on deploying a common operating platform, they can start to engage users in a meaningful and mission-specific way. This means aligning with common standards (NIMS/ICS) and workflows in emergency management and delivering mission-specific maps and applications directly to the knowledge worker without the need for GIS training. Moving the focus from a picture to a common operating platform not only enhances situational awareness but also empowers users by providing better understanding, collaboration, visualization, and rapid dissemination of critical information when and where it is needed most.



Esri inspires and enables people to positively impact their future through a deeper, geographic understanding of the changing world around them.

Governments, industry leaders, academics, and nongovernmental organizations trust us to connect them with the analytic knowledge they need to make the critical decisions that shape the planet. For more than 40 years, Esri has cultivated collaborative relationships with partners who share our commitment to solving earth's most pressing challenges with geographic expertise and rational resolve. Today, we believe that geography is at the heart of a more resilient and sustainable future. Creating responsible products and solutions drives our passion for improving quality of life everywhere.



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GULF COUNTY, FLORIDA
2012 AUG 22 AM 10: 02

ArcGIS® Server and Virtualization



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ArcGIS Server and Virtualization

An Esri White Paper

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ArcGIS Server and Virtualization

Executive Summary

Virtualization is becoming a standard IT practice. It is becoming increasingly popular among ArcGIS® customers as well. Virtualization solutions are being broadly used in test, development, and production environments, providing tremendous benefits to ArcGIS Server deployments. Esri uses virtualization technologies for the development, quality assurance, and certification processes of ArcGIS Server. This document provides an overview of virtualization and addresses some of the most common questions regarding ArcGIS Server and virtualization.

What Is Virtualization

Virtualization is a broad term that refers to the abstraction of computer resources (network, disk, memory, etc.). In the context of ArcGIS Server, virtualization is generally used for platform virtualization, which allows multiple operating systems and applications to run in a physical machine. This is done through the concept of virtual machines.

What Is a Virtual Machine

A virtual machine is an isolated software container that can run its own operating system and applications as if it were a physical computer. A virtual machine's characteristics are exactly like those of a physical computer, as it contains its own virtual CPU(s), RAM, hard disk, network interface cards, and so forth. The virtual machine typically shares the underlying hardware resources with other virtual machines but is completely isolated from others at the operating system level.

Benefits of Virtualization

Virtualization technologies allow organizations to

- Reduce provisioning times for new servers. Provisioning means defining server configuration based on organizational requirements.¹
- Reduce the need for new servers and the number of existing servers as well as improve the use of existing servers (i.e., implementing a server consolidation strategy).
- Reduce the cost of ownership (power, cooling, space, maintenance costs).
- Prevent applications from impacting each other when upgrades or changes are made, for example, running different versions of ArcGIS on the same physical server.
- Increase business continuity by reducing downtime and recovering quickly from unplanned outages with the ability to back up and migrate entire virtual environments with no service interruption.

¹ Wikipedia, s.v. "Provisioning," <http://en.wikipedia.org/wiki/Provisioning> (accessed April 2009).

Available Virtualization Technologies

Some of the leading virtualization products on the market today include

- VMware®

VMware is currently the most popular virtualization platform with Esri customers. For those customers, VMware is primarily used to virtualize ArcGIS Server environments. However, customers are increasingly using it to virtualize ArcGIS Desktop as well. For more information, visit www.vmware.com.

- Microsoft® Hyper-V™

Hyper-V is the virtualization solution included with Microsoft Windows Server® 2008. It is very quickly growing in acceptance among ArcGIS users. For more information, visit www.microsoft.com/windowsserver2008.

- Sun™ Microsystems Solaris™ Containers

Solaris Containers is the native virtualization solution for Solaris 10. ArcGIS customers primarily use it to virtualize the database server. For more information, visit www.sun.com/solaris/containers.

- Citrix® XenServer™ and Citrix Essentials™

Citrix offers XenServer for free and includes it with the more advanced virtualization management solution Citrix Essentials, which provides additional functionality including automation and integration with Microsoft Hyper-V. For more information, visit www.citrix.com/xenserver.

Technical Support for ArcGIS Server on Virtualized Environments

Esri recognizes the use of virtual machine technology as a growing standard in the IT industry. All components of ArcGIS Server are fully supported on virtual environments as long as they run on supported platforms. If an issue is found to be specific to Esri software in a virtual environment, Esri Support Services will attempt to reproduce the issue on a stand-alone machine. If an issue cannot be reproduced with a certified operating system on a stand-alone machine, Esri will not provide a fix for issues that are specific to virtual environments. Supported platforms include

- Microsoft Windows Server
- Red Hat Enterprise Linux AS/ES
- SUSE Linux Enterprise Server
- Sun Solaris

Customers can contact the Esri Support Center (support.esri.com) to get assistance with supported platforms.

How ArcGIS Server Performance Is Affected when Running on a Virtual Machine

Running software in a virtualized environment affects the performance of any application to some degree. Like any application, ArcGIS Server performance is negatively impacted by virtualization. As the workload on server processing becomes heavier, the decline in performance becomes more obvious.

Tests performed by Esri indicate that intensive disk I/O operations, such as dynamic mapping and map caching, perform faster on physical machines than on virtual machines.

Some CPU-intensive applications are also negatively affected in a virtual environment. Testing has shown that the performance can differ by virtualization vendor (sometimes dramatically) and by the operation being executed. For example, calls to ExportMapImage on a moderately complex map service (40 vector layers and 3 raster layers) through our REST API translate roughly into a 10 percent performance hit. It is important to highlight the fact that a suboptimal configuration of the virtual environment can lead to larger performance hits of up to 60 percent.

Therefore, observing best practices on the configuration of the particular virtualization environment as well as performance testing are recommended when assessing virtualization in order to properly design and size the system. For an example Deployment Guide with VMware, please visit www.vmware.com/resources/techresources/10091/.

In many cases, performance is only a minor consideration because the benefits of virtualization outweigh the performance implications. The impact of virtualization on performance is usually taken into account for the purpose of properly sizing the system to support anticipated use.

***Major Decision
Factors for
Considering
Virtualization***

Organizations investigating virtualization consider price and technical support along with a wide range of issues and questions that influence their decision of whether to implement a solution—below are just a few:

- Does the technology provide physical-to-virtual conversion tools and utilities?
- Are there administrative tools, such as a management console?
- Can the technology move a virtual machine from one physical host to another without taking it down?
- Does the technology eliminate the physical host as a single point of failure (e.g., does it support high availability)?
- Can the technology support hosting different operating systems within the virtualized environment (e.g., multiplatform [OS] virtual machine)?
- Does the technology support paravirtualization (an enhancement on virtualization in which a guest OS is recompiled prior to deployment in the virtual environment)? This allows for optimized execution.
- Does the technology support network interface cards (NICs), unicast isolation, Internet Small Computer System Interface (iSCSI), Simple Network Management Protocol, and other external storage and networking compatibilities?
- Does the technology allow multiple CPUs to work on a single process (e.g., symmetric multiprocessing)?

Deploying ArcGIS Server in a Virtualized Environment

In a recent survey of over 1,000 ArcGIS Server 9.3 customers, many participants claimed that the decision to virtualize (or not) was managed by the IT department as a broader strategy within the organization to reduce costs, conserve resources, and improve efficiencies.

Additionally, over 30 percent of the participants were already running or planning to run ArcGIS Server in a virtual environment within the next 12 months, 20 percent indicated a high interest in virtualization, and only 4 percent were certain that they would not virtualize their ArcGIS Server deployment.

Advantages of Deploying ArcGIS Server in a Virtualized Environment

Organizations using ArcGIS Server in a virtualized environment realize a variety of advantages, including

- The ability to run different versions of ArcGIS Server on a single physical machine. This is especially helpful in development environments as well as implementation of version migration strategies.
- A reduction in security risks to the overall computing infrastructure is achieved by isolating externally facing ArcGIS Server applications in specific virtual machines.
- Compliance with the organization's disaster recovery plan require ArcGIS Server applications and services to be quickly configured in the event of a catastrophe.
- Accelerated development and deployment of self-contained ArcGIS Server applications is realized.
- Maximized use of hardware and computing infrastructure simplifies server provisioning and system scaling. For example, new machines could be rapidly configured as server object containers (SOCs) to accommodate peak usage.

Conclusion

With virtualization becoming a standard IT practice and ArcGIS Server supporting all components of a virtualized environment on supported platforms, more organizations are considering it for their own ArcGIS Server deployments. Choosing the right virtualized environment depends heavily on the organization's broader IT strategy, the perceived benefits virtualization provides, and the particular features and functions included in the available virtualization solutions. According to ArcGIS users of virtualization technologies running multiple versions of ArcGIS Server, security, business continuity, rapid application development, and simplified server provisioning are more important advantages of virtualization than performance. Esri uses virtualization technologies for the development, quality assurance, and certification processes of ArcGIS Server.

For more information about how ArcGIS Server is licensed in a virtualized environment, contact your local Esri account representative. If you are located outside the United States, contact your local Esri distributor.



About Esri

Since 1969, Esri has been helping organizations map and model our world. Esri's GIS software tools and methodologies enable these organizations to effectively analyze and manage their geographic information and make better decisions. They are supported by our experienced and knowledgeable staff and extensive network of business partners and international distributors.

A full-service GIS company, Esri supports the implementation of GIS technology on desktops, servers, online services, and mobile devices. These GIS solutions are flexible, customizable, and easy to use.

Our Focus

Esri software is used by hundreds of thousands of organizations that apply GIS to solve problems and make our world a better place to live. We pay close attention to our users to ensure they have the best tools possible to accomplish their missions. A comprehensive suite of training options offered worldwide helps our users fully leverage their GIS applications.

Esri is a socially conscious business, actively supporting organizations involved in education, conservation, sustainable development, and humanitarian affairs.

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BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

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

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

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

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: LYNN LANIER, DEPUTY ADMINISTRATOR
DATE: AUGUST 21, 2012
RE: BEACON HILL/VETERANS PARK-IMPACT FEE PURCHASE

Request the board approval of the bid for the purchase of a flag pole at the Veteran's Park.
Funds are available through Impact Fees for this purchase.

Thank you.

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REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:15

BCC APPROVED

DATE _____ D.C. _____

8/28/12 CC

RESOLUTION 2012-09

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the Public Works Fund(General Fund) , St Joe Fire Control District Fund, Tupelo Fire Control District Fund, Howard Creek Fire Control District Fund, and the Hospital Fund for fiscal year 2011-2012 and

WHEREAS, said revenue is needed to help pay certain expenditures incurred in fiscal year 2011-2012,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The 2011-2012 fiscal year budget be amended as follows:

PUBLIC WORKS FUND (GENERAL FUND)

EXPENDITURE OR REVENUE	Description	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
104364-00000	Disposition of Fixed Assets	0.00	213,783.00	-	213,783.00
28151912-64001	Equipment > \$5000	0.00	213,783.00	-	213,783.00

ST JOE FIRE CONTROL DISTRICT FUND

32922-52000	Operating Supplies-S Gulf VFD	7,000.00	508.00	-	7,508.00
10631-20000	Public Safety Div of Forestry Grant	0.00	508.00	-	508.00
32122-49001	Other Curr.Chgs. Beaches VFD	0.00	1,041.00	-	1,041.00
10666-92000	Contributions & Donations	0.00	1,041.00	-	1,041.00

TUPELO FIRE CONTROL DISTRICT FUND

31722-64000	Equipment – Stonemill VFD	13,617.00	2,340.00	-	15,957.00
10760-00000	Public Safety Div of Forestry Grant	-	2,340.00	-	2,340.00

HOWARD CREEK FIRE CONTROL DISTRICT FUND

32722-46200	Repairs & Maint. Equipment	1,800.00	1,543.00	-	3,343.00
10931-20000	Publ. Safety: Div of Forest Grant	-	1,543.00	-	1,543.00
32722-52000	Operating Supplies	3,895.00	2,733.00	-	6,628.00
10960-00000	Miscellaneous Revenue	-	2,733.00	-	2,733.00

HOSPITAL FUND

51161-82000	Aid to Private Organizations	1,107,750.00	309,858.00	- 1,417,608.00
124366-00000	Contributions & Donations	0.00	309,858.00	- 309,858.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners this the 28th day of August, 2012.

William C. Williams, III, Chairman

ATTEST:

Rebecca L. Norris, Clerk

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

123

CHIEF ADMINISTRATOR'S OFFICE

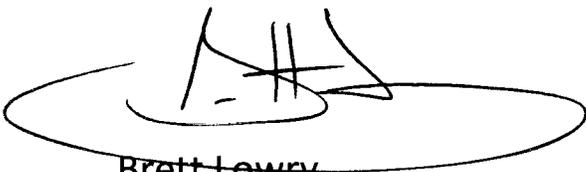
Brett Lowry, Deputy Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301 A, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-5335 • FAX (850) 229-5334 • EMAIL: blowry@gulfcountry-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

MEMORANDUM

TO: William C. Williams, Chairman
FROM: Brett Lowry, Deputy Administrator
SUBJECT: SHIP LHAP/Florida Housing Coalition Revisions
DATE: August 20, 2012

Per recommendation of Florida Housing Coalitions' revisions for approval of the Gulf County Local Housing Assistance Plan for FY 2012/2013, FY 2013/2014, and FY 2014/2015.

Thanks,



Brett Lowry,
Deputy Administrator

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CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 AUG 22 AM 11:07

BCC APPROVED

DATE _____ D.C. _____

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

CONSENT
DATE 8/28/12
123

GULF COUNTY
STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM
(SHIP)

LOCAL HOUSING ASSISTANCE PLAN
(LHAP)

FY 2012/2013, FY 2013/2014 AND FY 2014/2015

Gulf County Board of County Commissioners.
1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, Florida 32456
Phone (850) 229-5335 Fax (850) 229-5334

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I. PROGRAM DESCRIPTION

- A. **Name of the participating local government:** Gulf County

Inter local: There is no inter local agreement.

- B. **Purpose of the program**

Creation of the Plan is for the purpose of meeting the housing needs of the very low, low and moderate-income households, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing.

- C. **Fiscal years covered by the Plan:** 2012/2013, 2013/2014, and 2014/2015

- D. **Governance**

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code. The SHIP Program does further the housing element of the local government Comprehensive Plan.

- E. **Local Housing Partnership**

SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

- F. **Leveraging**

The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

- G. **Public Input**

The 2011 change in the administration of Gulf County SHIP program brought with it an in-depth program review by the Gulf County Board of County Commissioners. This involved numerous face to face meetings with interested parties of the community, including housing providers, social service providers, local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

The Board of County Commissioners has encouraged the active participation of the public in each and every step of the development of its SHIP program. In order to assure public access to the process, the County adopted a Public Participation Plan to serve as a guide for these activities.

H. Advertising and Outreach

The county or eligible municipality or its administrative representative shall advertise the notice of funding availability in a newspaper of general circulation and periodicals that serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Discrimination

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. Support Services and Counseling

Support services are available from various sources. Available support services may include but are not limited to: homeownership counseling, credit counseling.

K. Purchase Price Limits

Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is the U.S. Treasury Department.

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts

L. Income Limits, Rent Limits and Affordability

The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing,

and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program

Should an eligible sponsor be used, the County has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal

In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance which ever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget

A detailed listing including line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. These are presented on an annual basis for each State fiscal year submitted.

Gulf County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. In accordance with Chapter 67-37, Florida Administrative Code, the cost of administering the plan does not exceed 5 percent of the local housing distribution moneys and program income deposited into the trust fund.

Gulf County may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient

to adequately pay the necessary cost of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative cost.

Gulf County has adopted the above findings in the attached resolution, Exhibit E.

P. PROGRAM ADMINISTRATION:

Administration of the local housing assistance plan is the responsibility of County staff.

Q. Essential Service Personnel: The County defines Essential Services Personnel as any households in the County who are employed and have a household income equaling or less than 120% of the area median income.

R. As required by Section 420.9075(3)(d) of the Florida Statutes, Gulf County's SHIP program offers assistance that involves green building principles. Both the rehabilitation strategy and the purchase assistance strategy encourage the installation of attic insulation, caulking and weather-stripping as energy efficient measures that increase the affordability of the monthly utility bill. These features are addressed whenever there are available funds from the per unit award amount.

II. LHAP HOUSING STRATEGIES:

A. Housing Rehabilitation

Summary: The purpose of this strategy is to provide Housing Rehabilitation/Emergency Repair loans to eligible households who own and reside in dwellings, which do not meet the goal of decent and sanitary housing. This strategy has as its objective the upgrading of existing housing stock with repairs that address health and safety concerns, address code violations and generally improve the property.

- a. **Fiscal Years Covered:** FY 2012/2013, FY 2013/2014 AND FY 2014/2015
- b. **Income Categories to be served:** Very-Low, Low and Moderate income eligible families (below 120% Area Median Income).
- c. **Maximum award is noted on the Housing Delivery Goals Charts**
- d. **Terms, Recapture and Default:** All loans made under this strategy will be a 0% non-interest bearing deferred payment loan with the loan being forgiven proportionately per annum over a ten year period.

The County Commission will agree to subordinate its SHIP mortgage to the refinanced mortgage in the event that the lender certifies the funds applied for were for the sole purpose of improvement of that home and upon the issuance of a building permit for the improvement of the home. In addition, subordination will be granted for refinancing that lowers the first mortgage interest rate if the closing costs and/or fees can be recovered within 4 years. Refinancing cannot result in 'cash out' to the homeowner. This will be followed by the building official, who will at the conclusion of the matter, certify that such funds were expended on improvements for the mortgaged property.

Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a promissory note and mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the clerk of court.

- e. **Recipient Selection Criteria:** Applicants will be chosen on a first come, first ready, first served basis. At least 30 days after the advertisement of the Housing Assistance Program, applications

from eligible households will be accepted. Applicants will be chosen on a first come, first ready, first served basis. Each eligible household will be required to provide to the SHIP office proof the home is owner-occupied, and that the home owner is current with property taxes and/or assessments, with no judgments, liens or third mortgages against the property, and any first or second mortgages are current.

f. Additional Information

1. The home must be inspected before, during and after rehabilitation by County staff from the permits office or SHIP office.
2. Rentals and condominiums are not eligible for assistance. Manufactured housing constructed before 1994 is not eligible.
3. Funds will not be utilized for cases where the maximum amount under this strategy will not bring the home to the Housing Quality Standard (HQS). These cases will be forwarded to another local, state or federal program for assistance if applicable.
4. Whenever there are available funds from the per unit award amount, green building principles are addressed in the home repair. This includes the installation of attic insulation, caulking and weather-stripping as energy efficient measures that increase the affordability of the monthly utility bill
5. As noted in Section 420.9075(1)(a) of the Florida Statutes, Gulf County's SHIP program provides assistance to those with special housing needs. Whenever a household receiving repair assistance has one or more family members with disabilities, SHIP funds can be used for the installation of access ramps, bathroom grab bars and other accessibility modifications.

B. Volunteer Based Rehabilitation

- a. **Summary:** The purpose of this strategy is to provide grants for the purchase of building materials, supplies and related support items to be utilized through volunteer based initiatives in order to complete improvements to very low and low income owner occupied homes as required to address limited scope health and safety deficiencies with the home, primarily in one or more of the following areas: roofing repair/replacement, minor interior/exterior repairs, painting/siding, handicapped accessibility, window/door replacement, insulation/energy efficiency improvements, ect. Expenditures of SHIP funds will be limited to materials, supplies

and associated costs, while labor and installation expertise will be provided by volunteer based initiative. Repairs will target health and safety concerns with priority for hurricane repair/recovery needs.

- b. **Fiscal Years Covered:** FY 2012/2013, FY 2013/2014 AND FY 2014/2015
- c. **Income Categories to be served:** Very-Low, Low and Moderate Income families (below 120% Area Median Income).
- d. **Maximum award is noted on the Housing Delivery Goals Charts**
- e. **Terms, Recapture and Default:** All loans made under this strategy will be a 0% non-interest bearing deferred payment loan with the loan being forgiven proportionately per annum over a four year period. The loan shall provide for pro-rated repayment, which shall be due upon sale, assignment or any transfer of title of the property within the four-year term.

The County Commission will agree to subordinate its SHIP mortgage to the refinanced mortgage in the event that the lender certifies the funds applied for were for the sole purpose of improvement of that home and upon the issuance of a building permit for the improvement of the home. This will be followed by the building official, who will at the conclusion of the matter, certify that such funds were expended on improvements for the mortgaged property.

Recipient of SHIP award will be required to contractually commit to program guidelines. The recipients will execute a promissory note and mortgage encumbering the real property will promptly be recorded in the public records of the clerk of court.

- f. **Recipient Selection Criteria:** Assistance provided on a first come, first ready, first served basis following the advertisement of the availability of SHIP resources.
- f. **Sponsor Selection Criteria:** Sponsor selection will be based upon responses to an advertised request for proposal, which will provide for an open application cycle. Selection criteria will include:
 - 1. past experience of agency in managing volunteer based home repair initiatives;

2. commitment of non-SHIP funds or volunteer (in-kind) services as leverage for SHIP dollars;
3. unit production goals for housing repair in relation to SHIP funds requested;
4. documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject activity.

Proposals meeting the RFP requirements will be evaluated jointly by Gulf County SHIP Administrator to determine the agency (ies) or organization(s) that will be recommended to implement this strategy. Final selection and contract approval will be provided by the County Commission. Assistance to homebuyers will be provided on a first come/first served basis following advertisement of the available SHIP resources.

h. Additional Information

1. The home must be inspected before, during and after rehabilitation.
2. Mobile and manufactured homes without the Department of Community Affairs (DCA) insignia will not be eligible.
3. As noted in Section 420.9075(1)(a) of the Florida Statutes, Gulf County's SHIP program provides assistance to those with special housing needs. Whenever a household receiving repair assistance has one or more family members with disabilities, SHIP funds can be used for the installation of access ramps, bathroom grab bars and other accessibility modifications.

C. Purchase Assistance

- a. **Summary:** The purpose of this strategy is to provide funding to assist eligible households with the down payment, closing cost and principal buy-down for the purchase of a home. Funds may be used for assistance toward the purchase of an existing pre-owned structure or newly constructed non-pre-owned structure.
- b. **Fiscal Years Covered:** FY 2012/2013, FY 2013/2014 AND FY 2014/2015
- c. **Income Categories to be served:** Very-Low, Low and Moderate

d. **Maximum award is noted on the Housing Delivery Goals**

Charts

- e. **Terms, Recapture and Default:** All loans made under this strategy will be a deferred payment loan, a non-amortizing, non-interest bearing loan which payment is deferred until the assisted property is sold, transferred or converted to other than owner occupied use at which time the loan shall immediately become due and payable. Loans will be satisfied after 15 years so long as the applicant still maintains the property as the primary residence.

The County Commission will agree to subordinate its SHIP mortgage to the refinanced mortgage in the event that the lender certifies the funds applied for were for the sole purpose of improvement of that home and upon the issuance of a building permit for the improvement of the home. This will be followed by the building official, who will at the conclusion of the matter, certify that such funds were expended on improvements for the mortgaged property.

Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a promissory note and mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the clerk of court.

- f. **Recipient Selection Criteria:** Assistance is provided on a first come, first ready, first served basis following the advertisement of the availability of SHIP resources.
- g. **Additional Information:**
1. The applicant must complete the Gulf County Homebuyers Education Course.
 2. The applicant must be approved for a first mortgage by a participating lender.
 4. Mobile manufactured homes without the Department of Community Affairs (DCA) insignia are not eligible.
 5. The home to be purchase must be located in Gulf County.
 6. Owner financing cannot be utilized.

7. Other funding sources may include lending institutions, State and Federal Programs i.e. Rural Development, HOME, HAP, or HOP.
8. No more than a quarter of the assistance provided may be used for repairs on existing houses being purchased. Whenever there are available funds, green building principles will be addressed in the home repair. This includes the installation of attic insulation, caulking and weather-stripping as energy efficient measures that increase the affordability of the monthly utility bill

D. Foreclosure Prevention Assistance

- a. **Summary:** The purpose of this strategy is to provide SHIP funds to eligible homeowners to assist in bringing their mortgage payments current prior to the start of the foreclosure process, which is signaled by the receipt of a lis pendens. Property must be owner occupied, and homeowner must meet SHIP qualification and guidelines. Eligible expenses include delinquent mortgage payment (principal, interest, taxes and insurance, attorney's fees, late fees and other customary fees). Funds will be disbursed to the lender.
- b. **Fiscal Years Covered:** FY 2012/2013, FY 2013/2014 AND FY 2014/2015
- c. **Income Categories to be served:** Very-Low, Low and Moderate
- d. **Maximum award is noted on the Housing Delivery Goals Charts**
- e. **Terms, Recapture and Default:** The term of this award is a grant.
- f. **Recipient Selection Criteria:** Assistance provided on a first come, first ready, first served basis following the advertisement of the availability of SHIP resources.
- g. **Additional Information:**
 1. The applicant must show the ability to continue to maintain their mortgage payment after assistance is given.
 2. Applicant must complete Gulf County's Homebuyer Education Class.

3. Applicant must show that the nonpayment of the mortgage is due to the following eligible reasons: reduction of work hours, temporary loss of employment, sudden medical expenses, divorce or separation, death in family, unforeseen emergency repair bills or predatory lending.

F. Disaster Mitigation and Recovery

- a. **Summary:** The purpose of this strategy is to assist owner-occupied applicants with emergency repair and rehabilitation as defined by Rule Chapter 67-37, Florida Administrative Code, only in the aftermath of a natural disaster declared by Executive Order by the United States President or State of Florida Governor. Any unencumbered SHIP funds may be authorized for this strategy by the County Administrator, acting for the GCBOCC, with no further amendment required. Use of these funds include, but are not limited to, repair/construction of wells and septic tanks, emergency supplies to weatherproof damaged homes as a result of a natural or other disaster; tree and debris removal required to make individual units habitable; temporary repairs to avoid further damage; and soft costs to process assistance applications.
- b. **Fiscal Years Covered:** FY 2012/20113, FY 2013/2014 AND FY 2014/2015
- c. **Income Categories to be served:** Very-Low and Low Income eligible families (below 120% Area Median Income).
- d. **Maximum award is noted on the Housing Delivery Goals Charts**
- e. **Terms, Recapture and Default:** All loans made under this strategy will be a 0% non-interest bearing deferred payment loan with the loan being forgiven proportionately per annum over a ten year period.

Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a promissory note and mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the clerk of court.

- f. **Recipient Selection Criteria:** Applicant selection will be as follows:
 1. applicants currently on the SHIP owner occupied housing rehabilitation wait list will be contacted to ascertain any damage incurred due to the natural disaster.
 2. After purging the wait list the availability of unencumbered funds will be advertised in a newspaper of general circulation and in periodicals

serving ethnic and diverse neighborhoods within the county. The County will advertise the availability of any unencumbered funds at least 30 days prior to the beginning of the disaster mitigation/recovery application period. Applications received during the application period will be assisted on a first come, first ready, first served basis.

g. Additional Information:

1. The home must be inspected before, during and after rehabilitation.

III LHAP INCENTIVE STRATEGIES

A. Expedited Permitting: Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

a. Summary: Required reviews and subsequent recommendations shall be completed by the County within seven (7) working days after the date the division is satisfied that the application contains all required information and all fees and charges have been paid. However, in the interest of promoting Affordable housing for income-qualified persons, a contingency policy has been developed and put into place that provides priority treatment in development order issuance for Affordable Housing. The intent is to expedite the processing of Affordable Housing Development application in that required reviews and subsequent recommendations will be completed within five (5) working days after the date the division is satisfied that the application contains all required information and all fees and charges have been paid. The County is currently implementing its expedited permitting process. This process has functioned very effectively keeping well within the time limits established in the plan. Delays have not been experienced for any affordable housing project. The effectiveness of the incentive can be attributed to the communication between the building/planning division and the developer(s).

B. Ongoing Review Process: An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to the adoption.

a. Summary: A process by which the local government considers before adoption policies, procedures, ordinances, regulations or plan provisions that have a significant impact on the cost of housing has been established. Prior to the adoption of any policy, procedures, ordinance, regulation, or plan provision that will have a significant impact on the cost of housing, the Planning & development Review Board will review such document and make recommendations to the

Gulf County Board of County Commissioners on alternatives that will either eliminate or lower excessive costs. To date there have been no recommendations made to the Commission concerning this incentive.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan. Exhibit A.
- B. Timeline for Encumbrance and Expenditure: *Chapter 67-37.005, F.A.C.*
A separate timeline for each fiscal year covered in this plan is attached as Exhibit B.
Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan:
Completed HDGC for each fiscal year is attached as Exhibit C.
- D. Certification Page:
Signed Certification is attached as Exhibit D.
- E. Adopting Resolution:
Original signed, dated, witnessed or attested adopting resolution is attached as Exhibit E.
- F. Program Information Sheet:
Completed program information sheet is attached as Exhibit F.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Title: LHAP Template 2009

Exhibit A Admin Budget

No. 001

Fiscal Year 12/13		
		67-37.005(1), F.A.C.
		Effective Date: 11/09
Salaries and Benefits	\$	30,000.00
Accounting	\$	3,000.00
Audit	\$	2,000.00
TOTAL	\$	35,000.00

Fiscal Year 13/14		
Salaries and Benefits	\$	30,000.00
Accounting	\$	3,000.00
Audit	\$	2,000.00
TOTAL	\$	35,000.00

Fiscal Year 14/15		
Salaries and Benefits	\$	30,000.00
Accounting	\$	3,000.00
Audit	\$	2,000.00
TOTAL	\$	35,000.00

Based on a distribution of \$ 350,000.00

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART #2002

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2012 / 2013

Name of Local Government: Available Funds: \$355,000.00

HOME OWNERSHIP STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	F
Housing Rehabilitation	6	\$40,000	4	\$40,000		\$40,000	\$285,750.00		\$285,750.00	80.49%	10
Volunteer-Based Rehabilitation		\$7,500		\$7,500		\$7,500		\$10,000.00	\$30,000.00	8.45%	0
Purchase Assistance		\$30,000	1	\$30,000		\$30,000		\$4,000.00	\$4,000.00	1.13%	1
Foreclosure Prevention		\$2,000	2	\$2,000		\$2,000		\$0.00	\$0.00	0.00%	2
Disaster Mitigation and Recovery		\$19,685		\$19,685		\$19,685		\$0.00	\$0.00	0.00%	0
								\$0.00	\$0.00	0.00%	0
								\$0.00	\$0.00	0.00%	0
								\$0.00	\$0.00	0.00%	0
Subtotal 1 (Home Ownership)	6		7		0		\$285,750.00	\$34,000.00	\$319,750.00	90.07%	13

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
Subtotal 2 (Non-Home Ownership)	0		0		0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
Administration Fees									\$35,250.00	9.93%	
Admin. From Program Income										0.00%	
Home Ownership Counseling										0.00%	
GRAND TOTAL	6		7		0	\$0.00	\$285,750.00	\$34,000.00	\$355,000.00	100.00%	13

Percentage Construction/Rehab: Calculate Constr./Rehab Percent by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. 80%

Maximum Allowable Purchase Price: New \$189,000 Existing \$189,000

Allocation Breakdown	Amount	%	Max Amount Program Income For Admin:
Very-Low Income	\$172,250.00	48.5%	\$5,000.00
Low Income	\$147,500.00	41.5%	\$350,000.00
Moderate Income		0.0%	\$355,000.00
TOTAL	\$355,000.00	90.1%	67-37,005(5)(d) F.A.C.

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART #2002

Name of Local Government:										Available Funds:		2013 / 2014		New Plan:									
										\$355,000.00				Amendment:									
														Fiscal Yr. Closeout:									
STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR:										A		B		C		D		E		F			
										New Construction SHIP Dollars		Rehab/Repair SHIP Dollars		Without Construction SHIP Dollars		Total SHIP Dollars		Total Percentage		Total Units			
HOME OWNERSHIP STRATEGIES																							
Housing Rehabilitation										6	\$40,000	4	\$40,000				\$285,750.00				\$285,750.00	80.49%	10
Volunteer-Based Rehabilitation											\$7,500		\$7,500				\$0.00				\$0.00	0.00%	0
Purchase Assistance											\$10,000	1	\$30,000			\$30,000.00				\$30,000.00	8.45%	1	
Foreclosure Prevention											\$2,000	2	\$2,000			\$4,000.00				\$4,000.00	1.13%	2	
Disaster Mitigation and Recovery											\$19,685		\$19,685							\$0.00	0.00%	0	
																			\$0.00	0.00%	0		
																			\$0.00	0.00%	0		
																			\$0.00	0.00%	0		
Subtotal 1 (Home Ownership)										6		7				\$34,000.00				\$34,000.00	90.07%	13	
RENTAL STRATEGIES																							
										VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units		
Subtotal 2 (Non-Home Ownership)										0		0		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0	
Administration Fees																							
Admin. From Program Income																							
Home Ownership Counseling																							
GRAND TOTAL										6		7		0	\$0.00	\$285,750.00	\$34,000.00	\$355,000.00	100.00%	13			
Add Subtotals 1 & 2, plus all Admin. & HO Counseling																							
Percentage Construction/Rehab										Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.													
Maximum Allowable																				80%			
Purchase Price:																New		Existing					
																\$189,000		\$189,000					
Allocation Breakdown																							
Very-Low Income										Amount		%						Projected Program Income:		Max Amount Program Income For Admin:		\$250.00	
										\$172,250.00		48.5%						\$5,000.00					
Low Income										\$147,500.00		41.5%						Projected Recaptured Funds:					
												0.0%						Distribution:		\$350,000.00			
Moderate Income										\$355,000.00		90.1%						Total Available Funds:		\$355,000.00			
TOTAL																				17-Aug-12			

Exhibit D

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Name of Local Government: Gulf County Board Of County Commissioners

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation with in 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

Page 2

Exhibit D

Certification

- 13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- 14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- 15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, Similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- 16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- 17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- 18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- 19) The provisions of Chapter 83-220, Laws of Florida ___has or X has not been implemented. (note: Miami Dade County will check "has")

Witness

Chief Elected Official or designee

Witness

Type Name and Title

Date

OR

Attest:
(Seal)

Title: LHAP Template 2009
No. 001
67-37.005(1), F.A.C.
Effective Date: 11/09

Exhibit E

RESOLUTION NO.

A RESOLUTION OF THE _____ Gulf County B.O.C.C. _____ (Local Government) FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by section 420.9075, F.S. It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for

Title: LHAP Template 2009
No. 001
67-37.005(1), F.A.C.
Effective Date: 11/09

Exhibit E

administrative costs.

WHEREAS, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for the _____ (local government) to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE _____ OF THE _____, FLORIDA that:

Section 1: The _____ (commission or council) of the _____ (local government) hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years _____.

Section 2: The _____ (Chairman or Mayor or designee), is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

Chairman or Mayor or
designee

(CORPORATE SEAL)

Title: LHAP Template 2009
No. 001
67-37.005(1), F.A.C.
Effective Date: 11/09

Exhibit E

ATTEST:

City or County Clerk

Exhibit F

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
INFORMATION SHEET

LOCAL GOVERNMENT: Gulf County B.O.C.C.

CHIEF ELECTED OFFICIAL (Mayor, Chairman, etc.): Mr. William C. Williams Chairman Gulf County Board of County Commissioners

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

SHIP ADMINISTRATOR: Mr. Brett Lowry

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

TELEPHONE: (850) 229-5335 FAX: (850) 227-5334

EMAIL ADDRESS: blowry@gulfcounty-fl.gov

ADDITIONAL SHIP CONTACTS: Gulf County Chief Administrator Don Butler

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

EMAIL ADDRESS: dbutler@gulfcounty-fl.gov

INTERLOCAL AGREEMENT: YES/NO (IF yes, list other participants in the inter-local agreement):
NO

The following information must be furnished to the Corporation before any funds can be disbursed.

LOCAL GOVERNMENT EMPLOYER FEDERAL ID NUMBER: _____

MAIL DISBURSEMENT TO: _____

ADDRESS: _____

OR: IF YOUR FUNDS ARE ELECTRONICALLY TRANSFERRED PLEASE COMPLETE THE ATTACHED FORM:
X NO CHANGE FROM PREVIOUS ELECTRONIC FORM SUBMITTED.

Provide any additional updates the Corporation should be aware of in the space below:

Please return this form to: SHIP PROGRAM MANAGER, FHFC 227 N. BRONOUGH ST, STE 5000
TALLAHASSEE, FL 32301 Fax: (850)488-9809

PUBLIC NOTICE

A Public Hearing will be held at the Planning and Development Review Board (PDRB) meeting on Monday, August 20 , 2012 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, August 28, 2012 at 6:00 p.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

1. Variance Application - Mickey and Sharon Winchester - Parcel ID # 03805-130R-
Located in Section 23, Township 6 South, Range 11 West, Gulf County, Florida -
encroachment into road setback.
2. Development Policy, Ordinances, Comprehensive Plan and LDR Revisions
 - Comprehensive Plan Amendments
 - Transmittal of proposed military support and other comp plan amendments
 - Comp Plan and LDR review of vested private properties within conservation land use amendment
 - Occupational License
 - Construction without permit penalties and fines
 - After the fact variances penalties and fines
 - Additional development & planning issues
3. Public and Open Discussion

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 311.

Ad #2012-83

Date: August 9, 2012 and August 16, 2012

Invoice: Gulf County Planning Department

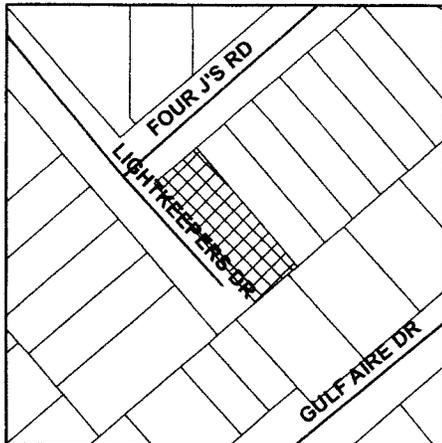
Size: Headline no smaller than 18 point

Must be at least 2 columns wide by 10 inches long

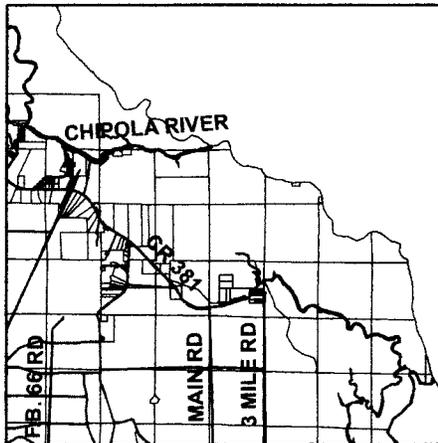
Must not appear in the newspaper portions where legal notices and classified advertisements appear

MAP

Variance - Mickey & Sharon Winchester



Vested Private Property in Conservation



Military Support Amendment

