

CONSENT AGENDA

February 28, 2012

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GULF COUNTY
E9-1-1 DEPARTMENT
1000 Cecil G Costin Sr Blvd
Port St Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE *[Signature]*
DATE: FEBRUARY 13, 2012
SUBJECT: E9-1-1 LOGGING RECORDER MAINTENANCE AGREEMENT

Attached is an invoice from Replay Systems, a sole source supplier, for a twelve-month maintenance agreement. This contract is for our logging recorders and NAS storage device totaling \$6,453.07.

By this memo we are requesting the Board's approval to enter into this agreement with Replay Systems to maintain our logging equipment.

FILED FOR RECORD
PROPERTY RECORDS
GULF COUNTY FLORIDA
2012 FEB 21 PM 11:22

BCC APPROVED

DATE _____ D.C. _____

CONSENT
DATE: 2/28/12 *OK*



Replay Systems, Inc.

**6555 N. Powerline Rd., Suite 105
Ft. Lauderdale, FL 33309
(954)-267-9199 Phone**

Invoice

Date	Invoice #
2/3/2012	126047

Bill To
Gulf County 911 1000 Cecil Costin Blvd Port Saint Joe, FL. 32456 Attn.: Ben Guthrie

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		2/3/2012			

Quantity	Item Code	Description	Price Each	Amount
1	VPI - Service	Activ! Voice Logging Recorder Level 3 Service Agreement Terms: 03/13/12-03/12/13 Covers: (1) - 16 Channel Recorder and (1) - 5 Channel Recorder both at 911 Center NAS Sales Tax	6,453.07 0.00	6,453.07T 0.00

24352-3400

BCC APPROVED

DATE _____ D.C. _____

2012 FEB 21 AM 11:22
 GULF COUNTY RECORDS
 911 CENTER
 PORT SAINT JOE, FL 32456

Unless otherwise noted, standard terms and conditions apply	Phone #	Web Site	Total	\$6,453.07

robinsoldano@replaysystems.com

CONTRACT CHANGE ORDER

ORDER NO. 1

3

DATE 02/22/12

STATE FLORIDA

COUNTY GULF

CONTRACT FOR SOLAR PANEL SECURITY LIGHTS (EECBG)

OWNER GULF COUNTY BOARD OF COUNTY COMMISSIONERS

To CURRENT SOLUTIONS OF THE GULF COAST, LLC
(Contractor)

Bid #1011-23

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1. Purchase and Installation of five (5) additional solar panel security lights		\$ 13,125.00
TOTALS	\$.00	\$ 13,125.00
NET CHANGE IN CONTRACT PRICE	\$.00	\$ 13,125.00

FILED FOR RECORD
 GULF COUNTY
 2012 FEB 22 12:08

JUSTIFICATION:

We have additional grant funds that must be utilized for the purchase of solar lighting.

The amount of the Contract will be (Increased) by the Sum of Thirteen thousand one hundred twenty-five and 00/100 Dollars (\$ 13,125.00).

The Contract Total including this and previous Change Orders will be: Two hundred twenty-three thousand one hundred twenty-five & 00/100 Dollars (\$ 223,125.00).

The Contract Period provided for Completion will be changed to April 1, 2012.

This Document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ Warren J. Yeager, Jr., Chairman (Owner- County) _____ (Date)

Accepted _____ Chris Mock, Managing Member (Contractor) _____ (Date)

BCC APPROVED

DATE _____ D.C. _____

CONFIDENTIAL
DATE 2-28-12 **3**

CONTRACT CHANGE ORDER

ORDER NO.	2
DATE	2/27/12
STATE	FLORIDA
COUNTY	GULF

CONTRACT FOR AMERICUS AVENUE ROAD PAVING (SCRAP - 429967- 2 -58-01)
 OWNER GULF COUNTY BOARD OF COUNTY COMMISSIONERS

To C.W. ROBERTS CONTRACTING, INC. Bid #1011-25
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1. Deduct for miscellaneous striping, sod, and asphalt not installed.	\$ 8,817.83	\$
TOTALS	\$ 8,817.83	\$
NET CHANGE IN CONTRACT PRICE	\$ 8,817.83	\$

FILED FOR RECORD
 FEB 21 PM 1:36
 CLERK OF COUNTY COMMISSIONERS
 GULF COUNTY, FLORIDA

JUSTIFICATION:

The amount of the Contract will be **(Decreased)** by the Sum of Eight thousand eight hundred seventeen and 83/100 Dollars
 (\$ 8,817.83).

The Contract Total including this and previous Change Orders will be: Three hundred fifty thousand four hundred sixteen and 96/100 Dollars
 (\$ 350,416.96).

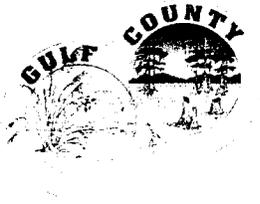
The Contract Period provided for Completion will be **(Unchanged)**: N/A Days Total.

This Document will become a supplement to the contract and all provisions will apply hereto.

Requested William W. Williams, III, Chairman (Owner - County) _____ (Date)
 Recommended [Signature] Clay Smallwood, Project Manager (Owner's Architect/Engineer) _____ 2/16/12 (Date)
 Accepted [Signature] Wes Harper, Project Manager (Contractor) _____ 02/16/2012 (Date)

BCC APPROVED
 DATE _____ D.C. _____

DATE 2/28/12 DB 4



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: FEBRUARY 20, 2012
SUBJECT: STATE HOMELAND SECURITY GRANT
CONTRACT # 12-DS-20-02-33-01
GULF COUNTY

Attached is a copy of the Gulf County's State Homeland Security Grant for FY 2011 -2014. By this memo we are requesting the board approval to accept these grant funds in the amount of \$20,000.00.

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

Attachment

FILED FOR RECORD
COUNTY CLERK
2012 FEB 21 PM 11:22

BCC APPROVED

DATE _____ D.C. _____

CONSENT
DATE 2/28/12 *OK*

Contract Number: 12-DS-20-02-33-01

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Gulf County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or October 1, 2011, whichever is later, and shall end April 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows

the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment

D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9894
Email: nikki.hines@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Marshall Nelson
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456
Telephone: 850-229-9110
Fax: 850-229-9115
Email: mnelson@gulfcounty-fl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Recordkeeping

Attachment D – Reports

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H -- Statement of Assurances

Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$20,000,

subject to the availability of funds. Attachment I specifies the required documentation needed when submitting for cost reimbursement under this agreement.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. Additional special conditions are listed on Attachment B. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as

Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

GULF COUNTY

By: _____

Name and title: Bill Williams, Chairman

Date: February 28, 2012

FID# 59-6000627

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Homeland Security

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$ 20,000

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):* Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011-12 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources):* Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

**Attachment A
Budget and Scope of Work**

**SCOPE OF WORK MUST BE APPROVED BY LEGAL PRIOR TO SENDING EACH AGREEMENT
TO THE RECIPIENT**

Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ↓ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

FY 2011 - State Homeland Security Grant Program – Issue 7	Gulf County	Issue 7 - Exercise Program (Functional)	\$15,000.00
		Issue 7 – County Specific Training	\$5,000.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies				
Tuition for higher education				
Other items				
<p>A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf</p>				
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				

Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> ↳ To assist with the management of the respective grant program ↳ To assist with application requirements of the grant program ↳ To assist with the compliancy with reporting and data collection as it may relate to the grant program 				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the contract period: <ul style="list-style-type: none"> ↳ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ↳ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2011 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 7 - Local Planning, Training, and Exercises: The project provides domestic security-related/all-hazards and all-discipline funding support to Florida's 67 counties for planning, training and exercise projects. Each county chose an existing gap from a list of specific plans, NIMS-compliant training or exercises.

II. Categories and Eligible Activities

FY2011 allowable costs are divided into the following categories: **training, exercises, management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Training

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** – States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005.

Training Activities

States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, DOT). Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, interoperable and emergency communications, and training for volunteers, infants and children and individuals with disabilities in disasters, pediatric medical surge, and evacuation and sheltering with particular emphasis on children, keeping children with parents or guardians, addressing needs of unaccompanied minors, and integrating the accessibility and functional needs of children and adults with disabilities (see *Comprehensive Preparedness Guide 301* [CPG-301]; *Interim Emergency Management Planning Guide for Special Needs Populations* and other resources for additional information).

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, where applicable.

B. Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government facilities to conduct meetings and conferences whenever possible.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

Exercise Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtml>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation.** All exercises will be capabilities and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at <https://hseep.dhs.gov>. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

- C. **Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliance with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

- D. **Unauthorized Expenditures**

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs

- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

E. **Construction and Renovation**

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

F. **Overtime and Backfill Guidance**

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called "Overtime as Backfill," these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

G. **National Incident Management System (NIMS) Compliance**

HSPD-5, "Management of Domestic Incidents," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities. Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm. Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise but the SAA, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
 Grant folder maintenance;
 Equipment accountability and sub-hand receipt procedures;
 Program for obsolescence;
 Status of equipment purchases;
 Status of training for purchased equipment;
 Status and number of response trainings conducted to include number trained;
 Status and number of exercises;
 Status of planning activity;
 Anticipated projected completion;
 Difficulties encountered in completing projects;
 Agency NIMS/ICS compliance documentation;
 Equal Employment Opportunity (EEO Status);
 Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack there of, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✦ Equipment selection or available vendors
- ✦ Eligibility of items or services
- ✦ Coordination and partnership with other agencies within or outside the region or discipline
- ✦ Record Keeping
- ✦ Reporting Requirements

↓ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000, per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Nikki Hines FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9894 nikki.hines@em.myflorida.com	Program Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) xxx-xxxx Program.manager@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

Special Conditions

Article I – Financial Guidelines

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III – Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) guidance and application kit.

Article IV – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article V – Acceptance of Post Award Changes

In the event that FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VI – Trafficking In Persons

A. Provision applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i Associated with performance under this award; or
 - ii Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

C. Provision applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).

Article VII – Classified Security Condition

- A. “Classified national security information,” as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS “Standard Operating Procedures, Classified Contracting by States and Local Entities,” dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article VIII – Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.ndb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article IX – Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

- a. the total Federal funding authorized to date under this award is \$25,000 or more;
- b. in the preceding fiscal year, you received-
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- a. As part of your registration profile at <http://www.ccr.gov>.
- b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-
 - a. In the subrecipient's preceding fiscal year, the subrecipient received-
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>)

2. Where and when to report. You must report executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earning on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article X – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article XI – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to

ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

**Attachment C
Recordkeeping**

**Attachment D
Reports**

(Insert Quarterly Reporting Form here or post link to web posted form)

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Subgrant Agreement
<p><u>For example</u></p> <p>ADMINISTRATIVE COSTS (Include Secondary Administration.)</p>	
<p><u>For example</u></p> <p>PROGRAM EXPENSES</p>	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

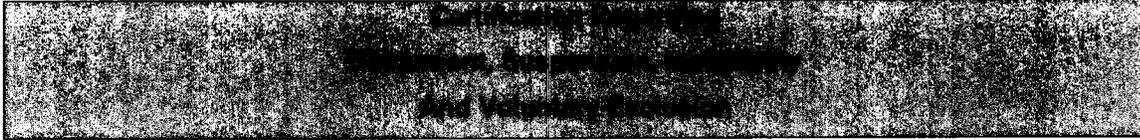
Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

**Attachment H
Statement of Assurances**

Attachment I
Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- 4. Has the invoice from consultant/contrator been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment F (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment

must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is a conference has the conference agenda been included?
- 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- 1. Contributions are from Non Federal funding sources.
- 2. Contributions are from cash or in-kind contributions which may include training investments.
- 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- 4. Has Form 3 been signed by the Grant Manager?
- 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Form 4b?

Telephone: +1.850.575.1800
Fax: +1.850.575.0105

www.atkinsglobal.com/northamerica

INVOICE

2
GULF COUNTY BOARD OF COMMISSIONERS

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

DATE: 1/10/2012

INVOICE NUMBER: **1130749**

INVOICE PERIOD: 12/01/11 - 12/31/11

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

INVOICE AMOUNT: **\$23,545.66**

Atkins Project #100020261

LUMP SUM CHARGES	<u>Lump Sum Amount</u>	<u>% Complete</u>	<u>Total Fee Earned</u>	<u>Previously Invoiced</u>	<u>Current Fee Billing</u>
Cape San Blas Bike Path Per pay out	\$141,271.12	100.0000%	\$141,271.12	\$117,725.46	\$23,545.66
Lump Sum Totals	\$141,271.12		\$141,271.12	\$117,725.46	\$23,545.66

\$141,271.12

Total amount this period

\$23,545.66

TOTAL INVOICE AMOUNT DUE \$23,545.66

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

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

APPROVED FOR PAYMENT
Date 1/19/12 CH OK
Acct # 40341-31000
LAP Bike Path, Phase 3

BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORDS
RECEIVED
2012 FEB 21 PM 1:36

CONSENT
DATE 2/28/12 DB

**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.

57

February 16, 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

FILED FOR RECORD
GENERAL COUNTY CLERK
GULF COUNTY, FLORIDA
2012 FEB 22 PM 19:08

**Re: Professional Services Rendered
NLG File No.: 2200-001, 004, 005 & 007**

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 both the general legal files and litigation matters for this period have been included for your reference, review and approval.

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

Very truly yours,
Novak Law Group, PLLC

Encl.

cc: Kari Summers, Gulf County Clerk's Office

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

57

2-28-12 LL

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

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

58

February 16, 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
RECEIVED
CLERK OF COUNTY COURT
2012 FEB 22 PM 12:08

**Re: Summary of Professional Services Rendered and Enclosed Invoices
Litigation – Professional Legal Services NLG File No.: 2200-004 & 005
(2/1/12 - 2/14/12)**

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

2200-005		
-	Gulf County Litigation / Pending Litigation Matters (2.2 hrs. x \$125)	= \$275.00

2200-004		
-	Gulf County Deepwater Horizon Matters (2.6 hrs. x \$125)	= \$325.00

	Total Professional services (litigation)	\$600.00

APPROVED FOR PAYMENT

Date 2-22-12 D.H. LL
Acct. # 21314-31100

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

58

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

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

2012 FEB 22 PM 12:08
FILED IN RECORDS
CLERK OF COUNTY COMMISSIONERS

February 16, 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

**Re: Summary of Professional Services Rendered and Enclosed Invoice
NLG File No.: 2200-001, 2200-007 General Legal Services**

Summary of Invoices for Professional Services (2200-001, 2200-007)

-	Gulf County General Legal Representation (66.05 hrs. x \$100) (2/1/2012 - 2/14/12)	= \$6,605.00
	Total Professional services	\$6,605.00

APPROVED FOR PAYMENT

Date 2-22-12 D.H. LL
Acct. # 21314-31100

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

Current Solutions of the Gulf Coast LLC
P.O. Box 81
Port St. Joe, FL 32457



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

Invoice

Date	Invoice #
2/22/2012	2775

Due Date
2/22/2012

DESCRIPTION	ESTIMATE	%	AMOUNT DUE
<p>Invoice for installation of (70) solar panel security lights per specifications for the Gulf County Solar Lighting Project.</p> <p>RE: Sealed Bid #1011-23</p> <p>BCC APPROVED DATE _____ D.C. _____</p> <p>APPROVED FOR PAYMENT Date <u>2/22/12</u> D.H. <u>DK</u> Acct # <u>33537-34000</u> <i>Energy Grant</i></p>	210,000.00	14.58%	30,625.00

FILED FOR RECORD
2012 FEB 22 PM 12:08
CLERK OF COUNTY COURT
GULF COUNTY, FLORIDA

Thank you for your business.

Phone #	Fax #
850-229-5333	850-229-5339

Total	\$30,625.00
Payments/Credits	\$0.00
Balance Due	\$30,625.00

60
CONFIDENTIAL
DATE 2-28-12 LL

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

1510894

TO OWNER:

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

PROJECT:

Cape San Blas Shared Use Path, Phase 3

APPLICATION NO: 8

DISTRIBUTION:

- OWNER
- ARCHITECT
- CONTRACTOR
- ENGINEER

PERIOD TO: 2/19/2012

FROM CONTRACTOR:

C. W. Roberts Contracting, Inc.
P.O. Box 16279
Tallahassee, Florida 32317

VIA ENGINEER:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,297,659.59
2. Net change by Change Orders \$351,633.75
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,649,293.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,561,935.15
5. RETAINAGE:

a. 10 % of Completed Work \$ 156,183.51

(Column D + E on G703)

b. % of Stored Material \$ -

Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ 156,183.51

6. TOTAL EARNED LESS RETAINAGE \$ 1,405,651.64

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR \$ 1,286,677.04

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 118,974.59

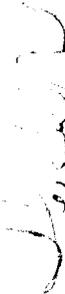
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 243,641.70

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$348,133.75	\$0.00
Total approved this Month	\$3,500.00	\$0.00
TOTALS	\$351,633.75	\$0.00
NET CHANGES by Change Order	\$351,633.75	

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

CONTRACTOR: C. W. Roberts Contracting, Inc.

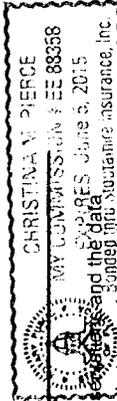
By:  Date: February 20, 2012

State of: Florida County of: Bay

Subscribed and sworn to before me this 20th Day of February, 2012

Notary Public:

My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

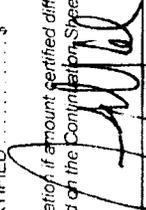
In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the ENGINEER certifies to the Owner that the Work has progressed as indicated. ENGINEER'S knowledge, information and belief the Work has progressed as indicated. the quality of the Work is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

AMOUNT CERTIFIED: \$ 118,974.59

APPROVED FOR PAYMENT

Date: 2/21/12 D.H. JK

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with August 1, 2009 AIA Document G703-1.2)

ENGINEER:  40341-53000

By: Bruce Roth, Ph.D.

Date: 2-21-12

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

THE AMERICAN INSTITUTE OF ENGINEERS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5392

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA G-01092

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensed.

BCC APPROVED

DATE: D.C.

61
alab812

61

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

in tabulations below. amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 2/20/2012

PERIOD TO: 2/19/2012

ENGINEER'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
		ORIGINAL SCHEDULED VALUE	CURRENT SCHEDULED VALUE							
	SEE ATTACHED SCHEDULE									
		\$ 1,297,659.59	\$ 1,649,293.34	\$ 1,429,641.16	\$ 132,193.99		\$ 1,561,835.15	94.70%	\$ 87,458.19	\$ 156,183.51

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA G1932
THE AMERICAN INSTITUTE OF ENGINEERS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5222

ESTIMATE OF CONSTRUCTION FOR

Contractor: C.W. Roberts Contracting, Inc.
 Address: 3372 Capital Circle NE Tallahassee, FL 32308
 Telephone: 850.385.5060
 Contact: hreeel@cwrccontracting.com
 Telephone: 850.769.6640

Project Name: Cape San Blas Shared Use Path
 Owner Project #: 412681-2-58-01
 Fin Proj No.: 8867-833-A
 F. A. P. No.: Gulf County Florida
 Owner:

CWR Project Number: 1510894
 Period Ending: 02/19/12
 Pay Request Number: 8

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp
							In Prev	This Per	In Prev	This Per	
1		Mobilization (5% of Bid Max)	1.00	LS	\$40,000.00	\$40,000.00	1.00	1.00	\$40,000.00	\$40,000.00	100.00%
2		Bonds and Insurance (2% of Bid Max)	1.00	LS	\$24,000.00	\$24,000.00	1.00	1.00	\$24,000.00	\$24,000.00	100.00%
3		Maintenance of Traffic	1.00	LS	\$30,000.00	\$30,000.00	0.95	0.05	\$28,500.00	\$1,500.00	100.00%
4		Construction Layout	1.00	LS	\$12,000.00	\$12,000.00	0.95	0.05	\$11,400.00	\$600.00	100.00%
5		Drawings of Record (in AutoCadd) (Min 1.5% of Bid Max)	1.00	LS	\$6,000.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	0.00%
6		NPDES Permit	1.00	LS	\$2,000.00	\$2,000.00	0.95	0.05	\$1,900.00	\$100.00	100.00%
7		Clear and Grub	1.00	LS	\$45,000.00	\$45,000.00	0.90	0.10	\$40,500.00	\$4,500.00	100.00%
8		Type SP 9.5 Asphalt	2,142.00	TN	\$93.00	\$199,206.00	1,892.22	90.36	\$175,976.46	\$8,403.48	92.56%
9		Optional Base Group 5 - 7' LRB	26,251.00	SY	\$10.25	\$269,072.75	25,251.00	940.00	\$258,822.75	\$9,635.00	98.77%
10		12" FDOT Type B Stabilization	28,229.00	SY	\$3.00	\$84,687.00	0.00	0.00	\$0.00	\$0.00	0.00%
11		4" 3-9 Skip White Thermoplastic Center Stripe	26,233.00	LF	\$0.68	\$17,838.44	0.00	0.00	\$0.00	\$0.00	0.00%
12		Thermoplastic Crosswalk	2.00	EA	\$1,080.00	\$2,160.00	0.00	0.00	\$0.00	\$0.00	0.00%
13		Detectable Warning	4.00	EA	\$500.00	\$2,000.00	0.00	0.00	\$0.00	\$0.00	0.00%
14		Construction Fence	1,691.00	LF	\$5.00	\$8,455.00	1,700.00	1700.00	\$8,500.00	\$0.00	100.53%
15		Excavation Regular	1,000.00	CY	\$3.00	\$3,000.00	1,000.00	1000.00	\$3,000.00	\$0.00	100.00%
16		Excavation Borrow	15,369.00	CY	\$8.50	\$130,636.50	10,147.40	354.560	\$86,252.90	\$3,013.76	68.33%
17		Stop Sign	2.00	EA	\$250.00	\$500.00	0.00	2.00	\$0.00	\$500.00	100.00%
18		Relocate Mailbox	21.00	EA	\$150.00	\$3,150.00	20.00	20.00	\$3,000.00	\$0.00	95.24%
19		Relocate Sign	15.00	EA	\$250.00	\$3,750.00	6.00	9.00	\$1,500.00	\$2,250.00	100.00%
20		Relocate Fire Hydrant	3.00	EA	\$1,500.00	\$4,500.00	3.00	3.00	\$4,500.00	\$0.00	100.00%
21		Gravity Wall Construction	750.00	LF	\$160.00	\$120,000.00	0.00	0.00	\$0.00	\$0.00	0.00%
22		6" Concrete Driveway	10.00	CY	\$125.00	\$1,250.00	0.00	0.00	\$0.00	\$0.00	0.00%
23		Silt Fence	8,566.00	LF	\$1.10	\$9,422.60	7,967.00	300.00	\$8,763.70	\$330.00	96.51%
24		Sod (Seashore Paspalum)	42,391.00	SY	\$4.30	\$182,281.30	32,582.00	10,712.50	\$140,102.60	\$46,063.75	102.13%
25		Sand Dune Stabilization	1.00	LS	\$10,000.00	\$10,000.00	0.00	0.70	\$0.00	\$7,000.00	70.00%
26		24" Pipe Extension	112.00	LF	\$55.00	\$6,160.00	112.00	112.00	\$6,160.00	\$0.00	100.00%
27		Concrete Headwall Construction	20.00	CY	\$1,300.00	\$26,000.00	20.00	20.00	\$26,000.00	\$0.00	100.00%
28		18" RCP	602.00	LF	\$45.00	\$27,090.00	0.00	0.00	\$0.00	\$0.00	0.00%
29		18" MES	30.00	EA	\$900.00	\$27,000.00	0.00	0.00	\$0.00	\$0.00	0.00%
30		Relocate Power Pole, Guy Anchors, and Telephone Box	1.00	LS	\$500.00	\$500.00	1.00	1.00	\$500.00	\$0.00	100.00%
31	CO #1	Delete Type B Stabilization	-28,229.00	SY	\$3.00	-\$84,687.00	0.00	0.00	\$0.00	\$0.00	0.00%
32	CO #1	Delete 18" RCP	-602.00	LF	\$45.00	-\$27,090.00	0.00	0.00	\$0.00	\$0.00	0.00%
33	CO #1	Delete 18" MES	-30.00	EA	\$900.00	-\$27,000.00	0.00	0.00	\$0.00	\$0.00	0.00%
34	CO #1	Add 14" x 23" Elliptical Concrete Pipe	602.00	LF	\$55.00	\$33,110.00	632.00	2.00	\$34,760.00	\$0.00	104.98%
35	CO #1	Add 14" x 23" Elliptical MES	30.00	EA	\$950.00	\$28,500.00	28.00	30.00	\$26,600.00	\$1,900.00	100.00%
36	CO #1	Add Temporary Baracades	1.00	LS	\$1,650.00	\$1,650.00	0.30	0.30	\$495.00	\$0.00	30.00%
37	CO #2	Add Temporary Baracades - Adjust CO #1	1.00	LS	-\$1,155.00	-\$1,155.00	0.00	0.00	\$0.00	\$0.00	0.00%
38	CO #3	Delete Gravity Wall Construction	1.00	LS	-\$120,000.00	-\$120,000.00	0.00	0.00	\$0.00	\$0.00	0.00%

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp
							In Prev	This Per	In Prev	This Per	
39	CO #3	Add Partial Gravity Wall Construction	1.00	LS	\$8,000.00	\$8,000.00	1.00	\$8,000.00	\$8,000.00	100.00%	
40	CO #3	Add Purchased Material for GW - Rebar	1.00	LS	\$3,930.75	\$3,930.75	1.00	\$3,930.75	\$3,930.75	100.00%	
41	CO #3	Add Sheeppile Wall	1.00	LS	\$454,500.00	\$454,500.00	1.00	\$454,500.00	\$454,500.00	100.00%	
42	CO #3	Add Concrete Pile Cap	1.00	LS	\$78,375.00	\$78,375.00	0.41	\$31,977.00	\$78,375.00	100.00%	
43	CO #4	Water Valve Box Adjustments	1.00	LS	\$3,500.00	\$3,500.00	0.00	\$0.00	\$0.00	0.00%	
TOTALS							\$1,649,293.34		\$1,429,641.16	\$132,193.99	\$1,561,835.15

Original Contract Amount \$1,297,659.59
 Change Orders (1-3) \$351,633.75
 Present Contract Amount \$1,649,293.34

 94.7% Earnings To Date \$1,561,835.15
 Less Retainage (10%) -\$156,183.51
 Less Previous Paid -\$1,286,677.04
Net Due This Request \$118,974.59

Original Contract Days 170,000
 Weather / Extension Days 91,000
 Present Allowable Days 261,000

 Days Used 252,000 96.6%

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

1511013

TO OWNER:
Gulf County Board of Commission

PROJECT:

Beaches Resurfacing Project

APPLICATION NO: 4 & FINAL

DISTRIBUTION:

- OWNER
- ARCHITECT
- CONTRACTOR
- ENGINEER

PERIOD TO: 2/17/2012

FROM CONTRACTOR:
C. W. Roberts Contracting, Inc.

VIA ARCHITECT:

P.O. Box 16279
Tallahassee, Florida 32317

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

FILED FOR RECORD
RECORDS & CLERK
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA
2012 FEB 21 PM 1:06

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 903,315.55
2. Net change by Change Orders \$232,657.92
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,135,973.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,135,973.47
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$ -
 - b. % of Stored Material (Column F on G703) \$ -
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,135,973.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,012,247.85
8. CURRENT PAYMENT DUE \$ 123,725.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ -

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

CONTRACTOR: C.W. Roberts Contracting, Inc.

By: *[Signature]* Date: February 17, 2012

State of: Florida County of: Bay
Subscribed and sworn to before me this 17th Day of February, 2012
Notary Public: *[Signature]*
My Commission expires: June 5, 2015

ENGINEER'S CERTIFICATE FOR PAYMENT

CHRISTINA M. PIERCE
MY COMMISSION # EE 88358
in accordance with the Contract Documents, based on on-site inspections and data comprising the application, the Architect certifies to the Owner that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

APPROVED FOR PAYMENT

AMOUNT CERTIFIED \$ 123,725.62 Date 2/21/12 D.H. OK

Acct. # *[Handwritten]* page *[Handwritten]*
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 2/20/12

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$241,475.75	\$0.00
Total approved this Month	(\$8,817.83)	\$0.00
TOTALS	\$232,657.92	\$0.00
NET CHANGES by Change Order	\$232,657.92	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION / AIA 91992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licenses

BCC APPROVED

DATE 2/28/12 D.C. [Signature]

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4 & FINAL

APPLICATION DATE: 2/17/2012

PERIOD TO: 2/17/2012

engineer's PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD COMPLETED	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
		ORIGINAL SCHEDULED VALUE	CURRENT SCHEDULED VALUE							
	SEE ATTACHED SCHEDULE									
						Accounts:				
			Georgia			223541-63000 - SCRA1				30,469.83
			Americus			"				33,486.30
			Alabama			"				45,652.25
			Court			"				55,766.82
			Columbus			"				8,540.42
										<u>123,725.62</u>
		\$ 903,315.55	\$ 1,135,973.47	\$ 1,124,719.83	\$ 11,253.65		\$ 1,135,973.47	100.00%	\$ -	\$ -

ESTIMATE OF CONSTRUCTION FOR

Contractor: C.W. Roberts Contracting, Inc.
Address: 3372 Capital Circle NE Tallahassee, FL 32308
Telephone: 850.385.5060
Contact: hneel@cwcontracting.com
Telephone: 850.769.6640

Project Name: 2011 Beaches Resurfacing Project
Owner Project #:
Fin Proj No.: Not Applicable
F. A. P. No.: Not Applicable
Owner: Gulf County Florida

CWR Project Number: 1511013
Period Ending: 01/31/12
Pay Request Number: 4 & FINAL

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp
							In Prev	This Per	In Prev	This Per	
	COURT STREET	MOBILIZATION	1.00	LS	\$897.83	\$897.83	1.00		\$897.83	\$897.83	100.00%
		BONDS AND INSURANCE	1.00	LS	\$897.83	\$897.83	1.00		\$897.83	\$897.83	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$1,500.00	\$1,500.00	1.00		\$1,500.00	\$1,500.00	100.00%
		CONSTRUCTION LAYOUT	1.00	LS	\$1,000.00	\$1,000.00	1.00		\$1,000.00	\$1,000.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00		\$1,000.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$7,500.00	\$7,500.00	1.00		\$7,500.00	\$7,500.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	2,813.00	SY	\$0.10	\$281.30	2,813.00		\$281.30	\$281.30	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	313.00	TON	\$69.00	\$27,857.00	313.00		\$27,857.00	\$27,857.00	100.00%
		TACK	169.00	GAL	\$2.50	\$422.50	169.00		\$422.50	\$422.50	100.00%
		OPTIONAL BASE GROUP 9	188.00	SY	\$13.50	\$2,538.00	188.00		\$2,538.00	\$2,538.00	100.00%
		RELOCATE MAILBOXES PER FDOT INDEX 532	3.00	EA	\$150.00	\$450.00	3.00		\$450.00	\$450.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	2.00	EA	\$305.00	\$610.00	2.00		\$610.00	\$610.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$110.00	\$110.00	1.00		\$110.00	\$110.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	2,220.00	LF	\$0.80	\$1,776.00	2,220.00		\$1,776.00	\$1,776.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	56.00	EA	\$50.00	\$2,800.00	56.00		\$2,800.00	\$2,800.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	1.00	EA	\$5.00	\$5.00	1.00		\$5.00	\$5.00	100.00%
		VALVE ADJUSTMENT	2.00	EA	\$550.00	\$1,100.00	2.00		\$1,100.00	\$1,100.00	100.00%
		SOD (ARGENTINE BAHIA)	823.00	SY	\$2.25	\$1,851.75	823.00		\$1,851.75	\$1,851.75	100.00%
		SILT FENCE	100.00	LF	\$1.10	\$110.00	100.00		\$110.00	\$110.00	100.00%
	COM#1	ADDITIONAL ASPHALT THICKNESS	1.00	LS	\$5,581.00	\$5,581.00	1.00		\$5,581.00	\$5,581.00	100.00%
Totals >							\$55,768.21		\$55,768.21	\$55,768.21	100.00%

Original Contract Amount \$50,187.21
 Change Orders, (1) \$5,581.00
 Present Contract Amount \$55,768.21

 Earnings To Date \$55,768.21
 Less Retainage
 Less Previous Paid -\$50,191.39
Net Due This Request \$5,576.82

ESTIMATE OF CONSTRUCTION FOR

Contractor: C.W. Roberts Contracting, Inc.
Address: 3372 Capital Circle NE Tallahassee, FL 32308
Telephone: 850.385.5060
Contact: jrneel@cwrccontracting.com
Telephone: 850.769.6640

Project Name: 2011 Beaches Resurfacing Project
Owner Project #:
Fin Proj No.:
F. A. P. No.:
Owner:

Not Applicable
 Not Applicable
 Gulf County Florida

CWR Project Number: 1511013
Period Ending: 01/31/12
Pay Request Number: 4 & FINAL

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp
							In Prev	This Per	To Date	In Prev	
	AMERICUS AVENUE	MOBILIZATION	1.00	LS	\$5,581.42	\$5,581.42	1.00		\$5,581.42	\$5,581.42	100.00%
		BONDS AND INSURANCE	1.00	LS	\$5,581.42	\$5,581.42	1.00		\$5,581.42	\$5,581.42	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$3,550.00	\$3,550.00	1.00		\$3,550.00	\$3,550.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00		\$1,000.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$12,000.00	\$12,000.00	1.00		\$12,000.00	\$12,000.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	19,558.00	SY	\$0.10	\$1,955.80	19,558.00		\$1,955.80	\$1,955.80	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	2,102.00	TON	\$89.00	\$187,078.00	2,102.00		\$187,078.00	\$187,078.00	100.00%
		TACK	1,173.00	GAL	\$2.50	\$2,932.50	1,173.00		\$2,932.50	\$2,932.50	100.00%
		ASPHALT PATCH INCLUDING BASE	20.00	SY	\$35.00	\$700.00	20.00		\$700.00	\$700.00	100.00%
		OPTIONAL BASE GROUP 9	871.00	SY	\$13.50	\$11,758.50	871.00		\$11,758.50	\$11,758.50	100.00%
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,598.00	SY	\$4.35	\$15,651.30	3,598.00		\$15,651.30	\$15,651.30	100.00%
		RELOCATE SIGNS PER FOOT INDEX 11860	24.00	EA	\$150.00	\$3,600.00	24.00		\$3,600.00	\$3,600.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	31.00	EA	\$305.00	\$9,455.00	31.00		\$9,455.00	\$9,455.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$1,710.00	\$1,710.00	1.00		\$1,710.00	\$1,710.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	16,542.00	LF	\$0.80	\$13,233.60	16,542.00		\$13,233.60	\$13,233.60	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	414.00	EA	\$5.00	\$2,070.00	414.00		\$2,070.00	\$2,070.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	16.00	EA	\$5.00	\$80.00	16.00		\$80.00	\$80.00	100.00%
		MANHOLE ADJUSTMENT	2.00	EA	\$950.00	\$1,900.00	2.00		\$1,900.00	\$1,900.00	100.00%
		VALVE ADJUSTMENT	1.00	EA	\$550.00	\$550.00	1.00		\$550.00	\$550.00	100.00%
		SOD (ARGENTINE BAHIA)	6,105.00	SY	\$2.25	\$13,736.25	6,105.00		\$13,736.25	\$13,736.25	100.00%
		SILT FENCE	600.00	LF	\$1.10	\$660.00	600.00		\$660.00	\$660.00	100.00%
	CO #1	REPAIR STORMWATER PIPES, 10 LOCATIONS	1.00	LS	\$64,451.00	\$64,451.00			\$64,451.00	\$64,451.00	100.00%
	CO #2	LUMP SUM DEDUCT FOR ITEMS NOT PERFORMED	1.00	LS	-\$8,817.83	-\$8,817.83			-\$8,817.83	-\$8,817.83	100.00%
Totals >							\$350,416.96		\$350,416.96	\$350,416.96	100.00%

Original Contract Amount
 Change Orders, (1)
 Present Contract Amount
 Earnings To Date
 Less Retainage
 Less Previous Paid
Net Due This Request

\$294,783.79
 \$55,633.17
 \$350,416.96
 \$350,416.96
 -\$316,930.66
\$33,486.30

ESTIMATE OF CONSTRUCTION FOR

Contractor: C.W. Roberts Contracting, Inc.
Address : 3372 Capital Circle NE Tallahassee, FL 32308
Telephone : 850.385.5060
Contact: hneel@cwcontracting.com
Telephone : 850.769.6640

Project Name : 2011 Beaches Resurfacing Project
Owner Project #:
Fin Proj No.:
F. A. P. No.:
Owner :

Not Applicable
 Not Applicable
 Gulf County Florida

CWR Project Number : 1511013
Period Ending: 01/31/12
Pay Request Number : 4 & FINAL

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp	
							In Prev	This Per	In Prev	This Per		
	ALABAMA AVENUE	MOBILIZATION	1.00	LS	\$4,461.21	\$4,461.21	1.00	1.00	\$4,461.21	\$0.00	\$4,461.21	100.00%
		BONDS AND INSURANCE	1.00	LS	\$4,461.21	\$4,461.21	1.00	1.00	\$4,461.21	\$0.00	\$4,461.21	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,500.00	\$4,500.00	1.00	1.00	\$4,500.00	\$0.00	\$4,500.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$12,000.00	\$12,000.00	1.00	1.00	\$12,000.00	\$0.00	\$12,000.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	10,978.00	SY	\$0.10	\$1,097.80	10,978.00	10,978.00	\$1,097.80	\$0.00	\$1,097.80	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	1,608.00	TON	\$89.00	\$143,112.00	1,608.00	1,608.00	\$143,112.00	\$0.00	\$143,112.00	100.00%
		TACK	994.00	GAL	\$2.50	\$2,485.00	994.00	994.00	\$2,485.00	\$0.00	\$2,485.00	100.00%
		ASPHALT PATCH INCLUDING BASE	92.00	SY	\$35.00	\$3,220.00	92.00	92.00	\$3,220.00	\$0.00	\$3,220.00	100.00%
		OPTIONAL BASE GROUP 9	507.00	SY	\$13.50	\$6,844.50	507.00	507.00	\$6,844.50	\$0.00	\$6,844.50	100.00%
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,068.00	SY	\$4.35	\$13,345.80	3,068.00	3,068.00	\$13,345.80	\$0.00	\$13,345.80	100.00%
		RELOCATE SIGNS PER FDOT INDEX 11860	11.00	EA	\$150.00	\$1,650.00	11.00	11.00	\$1,650.00	\$0.00	\$1,650.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	22.00	EA	\$305.00	\$6,710.00	22.00	22.00	\$6,710.00	\$0.00	\$6,710.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$1,250.00	\$1,250.00	1.00	1.00	\$1,250.00	\$0.00	\$1,250.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	14,890.00	LF	\$0.80	\$11,912.00	14,890.00	14,890.00	\$11,912.00	\$0.00	\$11,912.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	372.00	EA	\$5.00	\$1,860.00	372.00	372.00	\$1,860.00	\$0.00	\$1,860.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	10.00	EA	\$50.00	\$500.00	10.00	10.00	\$500.00	\$0.00	\$500.00	100.00%
		MANHOLE ADJUSTMENT	5.00	EA	\$950.00	\$4,750.00	5.00	5.00	\$4,750.00	\$0.00	\$4,750.00	100.00%
		36" RCP REPAIR	1.00	LS	\$6,000.00	\$6,000.00	1.00	1.00	\$6,000.00	\$0.00	\$6,000.00	100.00%
		SOD (ARGENTINE BAHIA)	5,118.00	SY	\$2.25	\$11,515.50	5,118.00	5,118.00	\$11,515.50	\$0.00	\$11,515.50	100.00%
		SILT FENCE	260.00	LF	\$1.10	\$286.00	260.00	260.00	\$286.00	\$0.00	\$286.00	100.00%
	CO#1	PAVING RADII @ INTERSECTIONS	1.00	LS	\$57,540.00	\$57,540.00	0.88	0.12	\$50,635.20	\$6,904.80	\$57,540.00	100.00%
	CO#1	ADDITIONAL ASPHALT THICKNESS	1.00	LS	\$54,000.00	\$54,000.00	0.92	0.08	\$49,519.08	\$4,480.92	\$54,000.00	100.00%
Totals >							\$354,051.02		\$342,665.30	\$11,385.72	\$354,051.02	100.00%

Original Contract Amount
 Change Orders, (1)
 Present Contract Amount
 Earnings To Date
 Less Retainage
 Less Previous Paid
Net Due This Request

\$242,511.02
 \$111,540.00
 \$354,051.02
 \$354,051.02
 -\$308,398.77
\$45,652.25

ESTIMATE OF CONSTRUCTION FOR

Contractor: C.W. Roberts Contracting, Inc.
Address : 3372 Capital Circle NE Tallahassee, FL 32308
Telephone : 850.385.5060
Contact: Jneel@cwrccontracting.com
Telephone : 850.769.6640

Project Name : 2011 Beaches Resurfacing Project
Owner Project #:
Fin Proj No.: Not Applicable
F. A. P. No.: Not Applicable
Owner : Gulf County Florida

CWR Project Number : 1511013
Period Ending: 01/31/12
Pay Request Number : 4 & FINAL

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp	
							In Prev	This Per	To Date	In Prev		This Per
	GEORGIA AVENUE	MOBILIZATION	1.00	LS	\$4,229.66	\$4,229.66	1.00		\$4,229.66	\$0.00	\$4,229.66	100.00%
		BONDS AND INSURANCE	1.00	LS	\$4,229.66	\$4,229.66	1.00		\$4,229.66	\$0.00	\$4,229.66	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,500.00	\$4,500.00	1.00		\$4,500.00	\$0.00	\$4,500.00	100.00%
		CONSTRUCTION LAYOUT	1.00	LS	\$1,500.00	\$1,500.00	1.00		\$1,500.00	\$0.00	\$1,500.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00		\$1,000.00	\$0.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$10,000.00	\$10,000.00	1.00		\$10,000.00	\$0.00	\$10,000.00	100.00%
		ASPHALT MILLING (1" AVG. DEPTH)	11,379.00	SY	\$0.10	\$1,137.90	11,379.00		\$1,137.90	\$0.00	\$1,137.90	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	1,533.00	TON	\$89.00	\$136,437.00	1,533.00		\$136,437.00	\$0.00	\$136,437.00	100.00%
		TACK	683.00	GAL	\$2.50	\$1,707.50	683.00		\$1,707.50	\$0.00	\$1,707.50	100.00%
		ASPHALT PATCH INCLUDING BASE	4.00	SY	\$35.00	\$140.00	4.00		\$140.00	\$0.00	\$140.00	100.00%
		OPTIONAL BASE GROUP 9	1,070.00	SY	\$13.50	\$14,445.00	1,070.00		\$14,445.00	\$0.00	\$14,445.00	100.00%
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	4,554.00	SY	\$4.35	\$19,809.90	4,554.00		\$19,809.90	\$0.00	\$19,809.90	100.00%
		RELOCATE SIGNS PER FDOT INDEX 11860	4.00	EA	\$150.00	\$600.00	4.00		\$600.00	\$0.00	\$600.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	5.00	EA	\$305.00	\$1,525.00	5.00		\$1,525.00	\$0.00	\$1,525.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$275.00	\$275.00	1.00		\$275.00	\$0.00	\$275.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	14,390.00	LF	\$0.80	\$11,512.00	14,390.00		\$11,512.00	\$0.00	\$11,512.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	360.00	EA	\$5.00	\$1,800.00	360.00		\$1,800.00	\$0.00	\$1,800.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	6.00	EA	\$5.00	\$30.00	6.00		\$30.00	\$0.00	\$30.00	100.00%
		18" RCP REPAIR	1.00	LS	\$5,000.00	\$5,000.00	1.00		\$5,000.00	\$0.00	\$5,000.00	100.00%
		SOD (ARGENTINE BAHIA)	4,368.00	SY	\$2.25	\$9,828.00	4,368.00		\$9,828.00	\$0.00	\$9,828.00	100.00%
		SILT FENCE	657.00	LF	\$1.10	\$722.70	657.00		\$722.70	\$0.00	\$722.70	100.00%
	CO#1	REMOVE/REPLACE CURB AND BRICK PAVERS	1.00	LS	\$20,000.00	\$20,000.00	1.00		\$20,000.00	\$0.00	\$20,000.00	100.00%
	CO#2	PAVING RADII @ INTERSECTIONS	1.00	LS	\$39,903.75	\$39,903.75	0.96	0.04	\$38,307.60	\$1,596.15	\$39,903.75	100.00%
Totals >							\$290,333.06		\$288,736.92	\$1,596.15	\$290,333.06	100.00%

Original Contract Amount \$230,429.31
 Change Orders, (1-2) \$59,903.75
 Present Contract Amount \$290,333.06
 Earnings To Date \$290,333.06
 Less Retainage
 Less Previous Paid -\$259,863.23
Net Due This Request **\$30,469.83**

ESTIMATE OF CONSTRUCTION FOR

Contractor: C. W. Roberts Contracting, Inc.
Address : 3372 Capital Circle NE Tallahassee, FL 32308
Telephone : 850.385.5060
Contact: hnee@cwrcontracting.com
Telephone : 850.769.6640

Project Name : 2011 Beaches Resurfacing Project

Owner Project #:
Fin Proj No.:
F. A. P. No.:
Owner :

Not Applicable
 Not Applicable
 Gulf County Florida

CWR Project Number : 1511013
Period Ending: 01/31/12
Pay Request Number : 4 & FINAL

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp
							In Prev	To Date	In Prev	To Date	
	COLUMBUS STREET	MOBILIZATION	1.00	LS	\$1,690.76	\$1,690.76	1.00	1.00	\$1,690.76	\$1,690.76	100.00%
		BONDS AND INSURANCE	1.00	LS	\$1,690.76	\$1,690.76	1.00	1.00	\$1,690.76	\$1,690.76	100.00%
		MAINTENANCE OF TRAFFIC	1.00	LS	\$4,000.00	\$4,000.00	1.00	1.00	\$4,000.00	\$4,000.00	100.00%
		CONSTRUCTION LAYOUT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$1,000.00	100.00%
		NPDES PERMIT	1.00	LS	\$1,000.00	\$1,000.00	1.00	1.00	\$1,000.00	\$1,000.00	100.00%
		CLEAR & GRUB INCLUDING DEMOLITION	1.00	LS	\$9,000.00	\$9,000.00	1.00	1.00	\$9,000.00	\$9,000.00	100.00%
		TYPE SP 9.5 ASPHALT (PG 76-22)	434.00	TON	\$89.00	\$38,626.00	434.00	434.00	\$38,626.00	\$38,626.00	100.00%
		OPTIONAL BASE GROUP 9	271.00	SY	\$13.50	\$3,658.50	271.00	271.00	\$3,658.50	\$3,658.50	100.00%
		RECLAIM EXISTING SURFACE (8" MIN. DEPTH)	3,622.00	SY	\$4.35	\$15,755.70	3,622.00	3,622.00	\$15,755.70	\$15,755.70	100.00%
		RELOCATE SIGNS PER FDOT INDEX 11860	6.00	EA	\$150.00	\$900.00	6.00	6.00	\$900.00	\$900.00	100.00%
		24" THERMOPLASTIC STOP BAR WITH MESSAGE	6.00	EA	\$305.00	\$1,830.00	6.00	6.00	\$1,830.00	\$1,830.00	100.00%
		TEMPORARY STRIPING (PAINT)	1.00	LS	\$330.00	\$330.00	1.00	1.00	\$330.00	\$330.00	100.00%
		6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	3,510.00	LF	\$0.80	\$2,808.00	3,510.00	3,510.00	\$2,808.00	\$2,808.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL)	88.00	EA	\$5.00	\$440.00	88.00	88.00	\$440.00	\$440.00	100.00%
		REFLECTIVE PAVEMENT MARKERS (BLUE)	1.00	EA	\$5.00	\$5.00	1.00	1.00	\$5.00	\$5.00	100.00%
		SOD (ARGENTINE BAHIA)	1,118.00	SY	\$2.25	\$2,515.50	1,118.00	1,118.00	\$2,515.50	\$2,515.50	100.00%
		SILT FENCE	140.00	LF	\$1.10	\$154.00	140.00	140.00	\$154.00	\$154.00	100.00%
Totals >							\$85,404.22		\$85,404.22	\$85,404.22	100.00%

Original Contract Amount \$85,404.22
 Change Orders. () \$0.00
 Present Contract Amount \$85,404.22

 Earnings To Date \$85,404.22
 Less Retainage
 Less Previous Paid -\$76,863.80
Net Due This Request **\$8,540.42**

ESTIMATE OF CONSTRUCTION FOR

Contractor: C.W. Roberts Contracting, Inc.
Address : 3372 Capital Circle NE Tallahassee, FL 32308
Telephone : 850.385.5060
Contact: hneel@cwrccontracting.com
Telephone : 850.769.6640

Project Name : 2011 Beaches Resurfacing Project
Owner Project #:
Fin Proj No.:
F. A. P. No.:
Owner :

CWR Project Number : 1511013
Period Ending: 01/31/12
Pay Request Number : 4 & FINAL

Line No.	Item No.	Work Item Description	Est Qty	Unit Meas	Unit Price	Scheduled Value	Quantity of Work Completed		Value of Work Completed		% Comp	
							In Prev	This Per	In Prev	To Date	This Per	To Date
		COURT STREET	1.00	LS	\$55,768.21	\$55,768.21			\$55,768.21	\$0.00	\$55,768.21	100.00%
		AMERICUS AVENUE	1.00	LS	\$350,416.96	\$350,416.96			\$352,145.18	-\$1,728.22	\$350,416.96	100.00%
		ALABAMA AVENUE	1.00	LS	\$354,051.02	\$354,051.02			\$342,665.30	\$11,385.72	\$354,051.02	100.00%
		GEORGIA AVENUE	1.00	LS	\$290,333.06	\$290,333.06			\$288,736.92	\$1,596.15	\$290,333.07	100.00%
		COLUMBUS STREET	1.00	LS	\$85,404.22	\$85,404.22			\$85,404.22	\$0.00	\$85,404.22	100.00%
CONTRACT TOTALS >									\$1,124,719.83	\$11,253.65	\$1,135,973.47	100.00%

Original Contract Amount \$903,315.55
 Change Orders \$232,657.92
 Present Contract Amount \$1,135,973.47
 Earnings To Date \$1,135,973.47
 Less Retainage
 Less Previous Paid -\$1,012,247.85
Net Due This Request \$123,725.62



**ROBERSON &
ASSOCIATES, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

73

Port St. Joe - Apalachicola

www.rapacpas.com

The City of Port St. Joe
Attn: Charles Weston City Manager
Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32457

Date	Invoice #
2/8/2012	PSJ9323

Item	FOR PROFESSIONAL SERVICES RENDERED	Amount
Management Advisory Ser. ...	Accounting consulting services for January 2012 per engagement agreement.	1,500.00

Vertical text on the left side of the table: FULL PAST RECORD, 2012 FEB 21 09:21

Vertical text on the right side of the table: 2012 FEB 18 AM 11:27, CITY MANAGERS

APPROVED FOR PAYMENT
Date 2/14/12 D.H. LL
Acct # 346513-32000

BCC APPROVED
DATE _____ D.C. _____

Please Remit Payment To:
214 Seventh Street
Port St. Joe, FL 32456
(850) 227-3838

Total	\$1,500.00
--------------	-------------------

WE NOW ACCEPT VISA, MASTERCARD & DISCOVER

73
2/28/12 LL



1129 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8300
202.331.5905

Invoice Number 1211620
Invoice Date December 31, 2011
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

PAID
2012-01-21

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	ATTTFG Oct 11/ Nov 11	10.41
Telephone	PAETEC Nov 2011	4.99
Telephone	PAETEC Oct 2011	5.18
Travel	Amanda L. Wood Cab to/from Hill 11/6-12/7	73.00
Invoice Total		93.58

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT

Date 2/21/12 D.H. JK
Acct. # 21111-31300

BCC APPROVED

DATE _____ D.C. _____

CONSENT
DATE 2/21/12 **74**

**Critical TDC Expenses per /
2/15/12 MTG with BOCC Chairman**

Invoice #	Purpose	Date	Tearhssets BP/TDC Budget	Amount	BOCC Approved
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ADVERTISING
 MBARA
 Mexico Beach Artificial Reef Assoc Magazine
 (\$500 for full page color ad of Gulf County -
 5000 distributed to Bay, Franklin and Gulf
 Counties as well as Tallahassee.)
 Due by March 1st, 2012

1/15/2012 TDC \$500.00

Sponsorships

Invoice #	Purpose	Date	Tearhssets BP/TDC Budget	Amount	BOCC Approved
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Junior Service League Chili Cook-Off 11/26/2011 Yes

TDC \$1,500.
TOTAL \$1,500.00

BP

Invoice	Purpose	Date	Tearhssets BP/TDC Budget	Amount	BOCC Approved
---------	---------	------	--------------------------	--------	---------------

3G Broadcasting WOYS 100.5 FM Radio 12/31/2011 Yes BP \$150.00
 Freedom Florida Celebrate Twice Event newspaper ads 12/31/2011 Yes BP \$167.51
TOTAL \$317.51

Proposed at board mtg

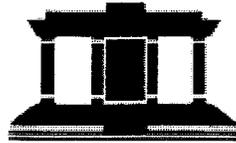
Invoice #	Purpose	Date	Tearhssets BP/TDC Budget	Amount	BOCC Approved
-----------	---------	------	--------------------------	--------	---------------

Must See Media LLC Must See Magazine (3 ads) 2/7/2012 (minutes) TDC \$4,275.00
 Merchant Committee intngent upon BP funds) PSJ Favorite Things preview pa 2/7/2012 (minutes) BP \$4,950.00
 Merchant Committee intngent upon BP funds(March & April)1st Fridays at Fi 2/7/2012 (minutes) BP \$1,411.12
TOTAL \$10,636.12



TOTAL ITEMS \$12,953.63

JUNIOR SERVICE LEAGUE OF PORT ST. JOE, INC.



P.O. Box 114

Port St. Joe, Florida 32457

Handwritten notes:
2/14/12
JSL
Chili Cook-off

TDC Sponsorship Re-imbusement for the Junior Service League of Port St. Joe, INC

Event: Chili Cook-off held November 26, 2011

Marketing Invoices: Coast to Coast printing \$1,117.00 (See detailed invoice enclosed)

3G Broadcasting \$400
(see detailed invoice enclosed)

Total marketing expense: \$1517.00

Tax ID: 59-3417889

Handwritten signature

BCC Pulled
DATE 2-14-2012 c. JS

The Chili Cook-off held November 26, 2011 was held on Reid Avenue in downtown Port Saint Joe. The event was open to the public, advertised throughout the region via radio ads, posters, Chamber E-blast, face book, etc. The intent of the event was to raise awareness and money for the Junior Service League of Port Saint Joe, a charitable non-

Handwritten notes:
1500
27452-8300
JSL

CONSENT
DATE 2/14/12 LL

Handwritten notes:
1/18/12
Chili Cook-off

profit organization committed to improving the lives of less fortunate children within Gulf County. Being this was the first year the event was held on this date (two days after Thanksgiving), the crowd was less than anticipated. The number of attendees was about 50 – 75 (about half being out of town).

The Chili Cook off is a new event for JSL of PSJ. Therefore, we anticipate to greatly increase awareness as well as our fundraising ability due to the popularity of the event. The Income Expense Report is enclosed in this packet (net income \$28.39). The reimbursement request is for the \$1,500 marketing cost which has been previously approved by the TDC.

Thank you for your support of the JSL of PSJ

Erika Norton

JUNIOR SERVICE LEAGUE OF PORT
ST. JOE, INC.

EVENT: Chili Cook Off

Coast to Coast Printing

Trophies, T-shirts, Tumblers, posters, etc

INVOICE
\$ 1,117.00

3G Broadcasting

Radio advertising

\$ 400.00

Total Marketing costs:

\$ 1,517.00

3G BROADCASTING
 OYSTER RADIO / WOYS 100.5 FM
 35 ISLAND DRIVE, SUITE 16
 EASTPOINT, FLORIDA 32328
 PHONE #: (850)670-8450

Done

WOYS 100.5 FM Invoice

Invoice ID: 11110213
 Invoice Date: 11/30/2011
 Account ID: 0231
 Order ID: 0231-002
 Account Rep: BONNIE GOMES

Amount Due: \$200.00

Amount Paid: _____

GULF COUNTY TDC
 150 CAPTAIN FRED'S PLACE
 PORT ST JOE, FL 32456

3G Broadcasting, Inc., and this radio station do not discriminate in their advertising sales practices or agreements on the basis of race or ethnicity.

Sponsor: GULF COUNTY TDC / JUNIOR SERVICE LEAGU for P.O./Estimate # JUNIOR SERVICE LEAGUE CHILI
 GULF COUNTY TDC/ Erika Norton, Persnickety

Date	Time	Length	Description	CopyID	Cost
11/12/2011	08:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/12/2011	11:20 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/12/2011	01:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/12/2011	05:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/12/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/12/2011	08:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/13/2011	07:33 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/13/2011	10:27 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/13/2011	11:33 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/13/2011	03:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/13/2011	05:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/13/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/14/2011	09:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/14/2011	01:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/14/2011	02:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/14/2011	04:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/14/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/14/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/15/2011	06:20 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/15/2011	11:20 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/15/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/15/2011	08:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/16/2011	07:37 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/16/2011	11:50 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/16/2011	01:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/16/2011	03:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/16/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/16/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/17/2011	08:50 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/17/2011	02:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/17/2011	04:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/17/2011	08:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/18/2011	09:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/18/2011	11:20 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/18/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/18/2011	08:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/19/2011	06:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/19/2011	10:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/19/2011	02:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/19/2011	05:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/19/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/19/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/20/2011	09:27 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/20/2011	11:27 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/20/2011	01:27 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/20/2011	03:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/20/2011	06:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/20/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]
11/21/2011	06:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI CO	[Package]

Continued

WOYS 100.5 FM Invoice

Sponsor: GULF COUNTY TDC / JUNIOR SERVICE LEAGU for P.O./Estimate # JUNIOR SERVICE LEAGUE CHILLI
 Invoice ID: 11110213
 GULF COUNTY TDC/ Erika Norton, Persnickety Date: 11/30/2011

Date	Time	Length	Description	CopyID	Cost
11/21/2011	11:50 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/21/2011	02:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/21/2011	05:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/21/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/21/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/22/2011	07:37 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/22/2011	12:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/22/2011	04:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/22/2011	08:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/23/2011	09:20 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/23/2011	11:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/23/2011	01:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/23/2011	03:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/23/2011	06:50 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/23/2011	08:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/24/2011	08:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/24/2011	02:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/24/2011	06:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
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11/25/2011	10:20 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
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11/25/2011	06:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/25/2011	07:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/26/2011	09:50 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/26/2011	12:50 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/26/2011	02:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/26/2011	05:20 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/26/2011	06:31 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/26/2011	08:20 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHILLI	[Package]
11/30/2011			Package		200.00
80 Total Items					Total Cost: 200.00

Amount Due: 200.00

WOCY 106.5 FM Invoice

3G BROADCASTING
 WOCY 106.5 FM
 35 ISLAND DRIVE, SUITE 16
 EASTPOINT, FLORIDA 32328
 PHONE #:(850)670-8450

Invoice ID: 11110211
 Invoice Date: 11/30/2011
 Account ID: 0231
 Order ID: 0231-002
 Account Rep: BONNIE GOMES

Amount Due: \$200.00

Amount Paid: _____

GULF COUNTY TDC
 150 CAPTAIN FRED'S PLACE
 PORT ST JOE, FL 32456

3G Broadcasting, Inc., and this radio station do not discriminate in their advertising sales practices or agreements on the basis of race or ethnicity.

Sponsor: GULF COUNTY TDC / JUNIOR SERVICE LEAGU for P.O./Estimate # JUNIOR SERVICE LEAGUE CHILI
 GULF COUNTY TDC/ Erika Norton, Persnickety

Page 1

Date	Time	Length	Description	CopyID	Cost
11/12/2011	06:20 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/12/2011	08:32 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/12/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/12/2011	12:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/12/2011	02:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/12/2011	06:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/13/2011	06:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/13/2011	08:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/13/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/13/2011	01:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/13/2011	03:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/13/2011	06:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/14/2011	06:32 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/14/2011	08:32 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/14/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/14/2011	12:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/14/2011	02:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/14/2011	05:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/15/2011	06:32 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/15/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/15/2011	05:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/15/2011	06:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/16/2011	06:32 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/16/2011	07:32 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/16/2011	11:51 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/16/2011	12:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/16/2011	05:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/16/2011	08:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/17/2011	09:32 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/17/2011	01:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/17/2011	04:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/17/2011	07:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/18/2011	08:12 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/18/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/18/2011	05:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/18/2011	07:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/19/2011	06:51 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/19/2011	07:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/19/2011	11:51 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/19/2011	02:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/19/2011	03:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/19/2011	08:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/20/2011	08:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/20/2011	09:51 AM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/20/2011	12:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/20/2011	01:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/20/2011	04:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/20/2011	08:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE CHIL	[Package]
11/21/2011	06:12 AM	:30	Spot	JUNIOR SERVICE LEAGUE CHIL	[Package]

Continued

WOCY 106.5 FM Invoice

Sponsor: GULF COUNTY TDC / JUNIOR SERVICE LEAGU for P.O./Estimate # JUNIOR SERVICE LEAGUE
 GULF COUNTY TDC/ Erika Norton, Persnickety
 Invoice ID: 11110211
 Date: 11/30/2011

Date	Time	Length	Description	CopyID	Cost
11/21/2011	09:12 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/21/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/21/2011	03:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/21/2011	06:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/21/2011	08:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/22/2011	07:52 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/22/2011	09:52 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/22/2011	02:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/22/2011	05:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/23/2011	06:12 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/23/2011	08:52 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/23/2011	09:32 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/23/2011	11:51 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/23/2011	12:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/23/2011	03:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/24/2011	07:12 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/24/2011	08:52 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/24/2011	10:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/24/2011	03:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/25/2011	06:32 AM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/25/2011	09:52 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/25/2011	11:21 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/25/2011	12:21 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/25/2011	01:21 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/25/2011	05:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/26/2011	08:51 AM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/26/2011	01:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/26/2011	02:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/26/2011	03:51 PM	:30	Spot	JUNIOR SERVICE LEAGUE	[Package]
11/26/2011	06:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/26/2011	08:51 PM	:30	Bonus	JUNIOR SERVICE LEAGUE	[Package]
11/30/2011			Package		200.00

80 Total Items

Total Cost:

200.00

Amount Due:

200.00

THE JUNIOR SERVICE LEAGUE OF PSJ FL INC
COMMUNITY SERVICE ACCOUNT

P.O. BOX 114
PORT SAINT JOE, FL 32457

10283

63-68/531
058

DATE 12/16/11

PAY
TO THE
ORDER OF

3G Broadcasting / Oyster Radio
Four hundred dollars & no/100

\$ 400.00

DOLLARS



Capital City

Bank

PORT ST. JOE OFFICE
PORT ST. JOE, FL

FOR

Chili Cookoff

[Handwritten Signature]

35 Broadcasting

00

Paid - TDS 84 Reimburse

COAST 2 COAST

PRINTING & PROMOTIONS, INC.

306 Williams Avenue

Port St Joe, FL 32456

Invoice

Date	Invoice #
11/29/2011	7100

Bill To
Junior Service League PO Box 114 Port St Joe, FL 32457

Ship To

P.O. Number	Terms	Due Date	Rep
	Due on receipt	11/29/2011	SK

Quantity	Description	Price Each	Amount
4	Four Trophies for Chili Cook Off, "First Place - Best Chili", "Team Spirit", "People's Choice" and "Best Speciality Chili"	30.00	120.00
58	White Short Sleeve T-shirts with a two color imprint on front and a three color imprint on back, Small thru Xlarge	6.50	377.00
14	Natural Tan Aprons with a three color imprint	8.00	112.00
5	Setup Charges	20.00	100.00
1	Purchase of image used for design	75.00	75.00
250	Frost Flex Tumbler, 16 ounce with a one color imprint on one side	0.57	142.50
1	Setup Charges	38.00	38.00
1	Shipping & Handling for Cups	25.00	25.00
50	Chili Cook Off color posters, 11" x 17"	1.00	50.00
0.75	Design charges for layout of poster	70.00	52.50
25	Repeat order of 11" x 17" single sided posters for the Chili Cook Off event	1.00	25.00

Thank you for your business.

Subtotal \$1,117.00

Sales Tax (7.0%) \$0.00

Total \$1,117.00

Payments/Credits \$0.00

Balance Due \$1,117.00

850-229-2222

THE JUNIOR SERVICE LEAGUE OF PSJ FL INC
COMMUNITY SERVICE ACCOUNT

P.O. BOX 114
PORT SAINT JOE, FL 32457

1019
85
63-68,531
009

DATE 12/12/11

PAY TO THE ORDER OF

Coast 2 Coast

\$ 1,117.00

One thousand one hundred & seventeen dollars & ⁰⁰/₁₀₀

DOLLARS



PORT ST. JOE OFFICE
PORT ST. JOE, FL

FOR

Marketing Chili Cook off

[Signature]

**Minutes of the October 18, 2011
Tourist Development Council Meeting
Special Meeting
Gulf County Welcome Center**

- I. Quorum.** A quorum was established by the required attendance of TDC Board members. Members in attendance were Jason Bogan, Alyson Gerlach, Steve Newman, Tony Justice and Mel Magidson.

Others in attendance: Executive Director Tim Kerigan, Assistant Director Kellee Novak, and County Attorney Jeremy Novak.

The meeting was called to order at 1:08 pm

The following actions were taken by appropriate motion duly made, seconded, and adopted by the majority vote consistent with Roberts Rules of Order.

- II. Consent Agenda.** Motion, second and all members present vote for in affirmative for adoption of consent agenda.

Chairman Newman stated for the Council the controlling policies and guidelines to be followed including the Antitrust, Conflict of Interest Statements and Sunshine Law Requirements.

III. Director's Report –

- **Talladega Directors Travel** – Kerigan states that the Truck Series Talladega Race is this weekend and he wanted to make sure he has specific approval for travel. The travel would include two overnight stays at a hotel, gas and meals included. Kerigan would be there representing the county. Justice motioned to approve Kerigan's travel with a cap of \$1,000 and Bogan seconded it. All in favor.
- **TDC Event Contracts – Statecraft** - Kerigan reported that he requested the special meeting in order to get events previously tabled at the last meeting further discussed and either proceed with the events or decline them. Statecraft representative Amber Davis was introduced to talk more about the proposed events that had been tabled. Davis commented she wanted to give the board the opportunity to learn and understand more about the proposed events and her proposals. Davis stated that she wanted to give the board specific details on the three events that were tabled. The Sand Castles of St. Joseph Contest, The Snowbird Social Society and the Christian Focused Event.
 - **The Christian Focused Event (Witness on the Water)** Davis stated that this event would be expanding an event that was already occurring with the Christian Community Development Fund (CCDF). This fund is led by Diana Burkett and partnered with The Auburn Youth Group. They bring students and staff into Gulf County for two months during the summer to do volunteer work with ministries, construction crews,

and yard cleanup crews. Though the partnership has been successful, they are unable to expand the program and market to additional youth groups due to lack of funds and staffing. Davis proposes "Witness on the Water" would accomplish this goal. The program would be developed into a marketable weekly package complete with mission program overview, accommodations and free day activities. The TDC would work with CCDF to develop a marketing program and marketing materials. The event cost to the TDC is \$6,000 and the development fee is \$3,600. Gerlach motioned to only pay for the development fee of the event for \$3,600 and Pettis seconded. Vote to approve with opposition from Magidson and abstention by Bogan. County Attorney requested that Bogan state the grounds for the abstention and also provided to the Director and the Board the State required form to be completed by elected and appointed officials when the member states a conflict or abstains from a vote. Bogan indicated that he would not abstain and voted to oppose the motion. Motion carried. 3-2

- **Sand Castle Contest** – Davis stated the event is to take place on Cape San Blas and would be held at either Salinas Park or Cape Palms Park on either Saturday March 31 or Sunday April 1st, 2012. Revenue would be generated through registration fees, t-shirt sales, vendor fees and sponsors. The development fee to start the event is proposed to the Board of \$2250.00 with expenses of an additional \$2975.00. Justice motioned to carry this event and Gerlach seconded it. Vote to approve carried with two oppositions, Bogan and Magidson. 3-2
- **Snowbird Social Society**- Davis commented that the event is to develop a calendar of daily events for Snowbirds to do while in Gulf County for the winter. The events would be a concerted effort by local businesses and community associations to put an array of activities and offerings such as daily dinner specials, wine tastings, book clubs, art classes and musical performances. Davis stated that it would give our snowbirds a way to connect with Gulf County and make friends during their month long visits here as well as returning year after year. The proposed development fee for the event is \$4,000 and total event cost to the TDC is \$5,975. No motion was made by the board.

IV. Old Business

V. New Business

1. **Jessica Patterson and Erica Norton (Downtown Merchants Committee)** – Norton mentions they are here to talk about the Downtown Merchants Christmas Preview Party for Favorite Things on November 11 from 5:30 to 7:30pm and then they will have a Christmas open house for all stores and restaurants on Saturday, November 12th. Norton states that they are asking the TDC for marketing funds to help

promote this new event. They are asking for \$1500 that would help pay for tickets, posters and radio station ads to Dothan, Tallahassee, Marianna and Panama City. Justice motioned to give the downtown merchants \$1500 for marketing the Christmas Preview Party for Favorite Things and Bogan seconded it. All were in favor.

 2. **Chili Cook-Off – Junior Service League (JSL)** – Patterson mentions that the JSL started the Chili Cook-Off last year and this year we plan on expanding the event and working with the TDC will combine it with the Best Butt on the Bay. This will be held Saturday November 26th, so Saturday after Thanksgiving. Patterson is asking for marketing funds of \$1500 and a start-up event cost of \$1000 for a total of \$2500. Justice made a motion to give Chili Cook-Off/Best Butt on the Bay \$2500 and Magidson seconded it. Magidson revised Justice's motion to cap the marketing at \$1500 as he believes the TDC would be able to help with some of that cost and Justice seconded.

 3. **County Attorney**– reported that the following Tuesday there would be a policy and procedures memorandum introduced to the County Commission for the TDC. The Attorney indicated that he will be requesting the Commission's review of the proposed policies and procedures as well as introducing a Kerigan Marketing contract he had finalized with the TDC marketing consultant following the board's previous vote.

VI. Next Meeting.

The next TDC Board meeting will be held at 8:00 am Thursday, November 3, 2011, at the Gulf County Welcome Center. There being no further business, the meeting was duly adjourned at 2:42 pm.

WOYS 100.5 FM Invoice

3G BROADCASTING
 OYSTER RADIO / WOYS 100.5 FM
 35 ISLAND DRIVE, SUITE 16
 EASTPOINT, FLORIDA 32328
 PHONE #: (850)670-8450

Invoice ID: 11120169
 Invoice Date: 12/31/2011
 Account ID: 0231
 Order ID: 0231-003
 Account Rep: BILLY DENTON RADIO

Amount Due: \$150.00

Amount Paid: _____

GULF COUNTY TDC
 150 CAPTAIN FRED'S PLACE
 PORT ST JOE, FL 32456

3G Broadcasting, Inc., and this radio station do not discriminate in their advertising sales practices or agreements on the basis of race or ethnicity.

Sponsor: GULF COUNTY TDC for P.O./Estimate # CELEBRATE TWICE
 GULF COUNTY TDC

Date	Time	Length	Description	CopyID	Cost
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12/29/2011	11:20 AM	:60	Spot	23102	[Package]
12/29/2011	12:07 PM	:60	Spot	23102	[Package]
12/29/2011	01:20 PM	:60	Spot	23102	[Package]
12/29/2011	02:20 PM	:60	Spot	23102	[Package]
12/29/2011	03:20 PM	:60	Spot	23102	[Package]
12/29/2011	04:20 PM	:60	Spot	23102	[Package]
12/29/2011	05:07 PM	:60	Spot	23102	[Package]
12/29/2011	06:20 PM	:60	Spot	23102	[Package]
12/29/2011	07:50 PM	:60	Spot	23102	[Package]
12/30/2011	06:20 AM	:60	Spot	23102	[Package]
12/30/2011	07:50 AM	:60	Spot	23102	[Package]
12/30/2011	08:50 AM	:60	Spot	23102	[Package]
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12/30/2011	11:50 AM	:60	Spot	23102	[Package]
12/30/2011	12:20 PM	:60	Spot	23102	[Package]
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12/30/2011	04:50 PM	:60	Spot	23102	[Package]
12/30/2011	06:50 PM	:60	Spot	23102	[Package]
12/30/2011	08:20 PM	:60	Spot	23102	[Package]
12/31/2011	06:20 AM	:60	Spot	23102	[Package]
12/31/2011	07:50 AM	:60	Spot	23102	[Package]
12/31/2011	08:50 AM	:60	Spot	23102	[Package]
12/31/2011	10:50 AM	:60	Spot	23102	[Package]
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12/31/2011	03:20 PM	:60	Spot	23102	[Package]
12/31/2011	04:20 PM	:60	Spot	23102	[Package]
12/31/2011	05:20 PM	:60	Spot	23102	[Package]
12/31/2011	06:50 PM	:60	Spot	23102	[Package]
12/31/2011	07:50 PM	:60	Spot	23102	[Package]
12/31/2011	08:20 PM	:60	Spot	23102	[Package]
12/31/2011			Package		150.00

32 Total Items

Total Cost:

150.00

[Handwritten Signature]

BCC Patted
 DATE 1/4/2012 B.C. [Signature]

\$150.00
 BP327452-48000

1/5/12
 Celebrate twice New Year's
 rzdio

DATE 2/14/12 LL

Amount Due:

150.00



FREEDOM FLORIDA

Florida Freedom
P.O. Box 1940
Panama City, FL 32402
850-747-5035
Tax ID 59-1264227
www.emeraldcoast.com

LOCATION ID SJ BALANCE DUE **\$167.51**

AMOUNT PAID _____

GULF COUNTY TDC
150 Captain Fred Place
PORT ST JOE, FL 32456

Advertising Invoice

INVOICE DATE	INVOICE NO.
12/31/2011	4522404-1211

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
4522404	\$167.51	\$0.00	\$0.00	\$0.00

DATE	REF #	DESCRIPTION	UNITS	RATE	AMOUNT
12/01/11	AGING	* Balance Forward *			140.63-
✓ 12/22/11	4511746	1040-SJ Non-Profit-Display NYE-TROLLEY	15.00		70.32
✓ 12/29/11	4511746	1040-SJ Non-Profit-Display NYE-TROLLEY	15.00		70.32
12/29/11	4511747	1000-EN Retail Display NYE-TROLLEY	30.00		167.50

[Handwritten signature]
BCC pulled
DATE 2-14-2012 C.C. JJ

4167.51
8032748 - 4800
1/20/12
celebrate twice (newspaper ad)

RECEIVED
12/31/2011
11:58 AM
GULF COUNTY TDC

Your statement is now showing ads in Modular sizes and pricing (1 Unit = 2 inches). Please include your account number on your remittance. Please contact your local publication with any billing questions.

PREVIOUS BALANCE	NEW CHARGES	CREDITS	BALANCE DUE
\$140.63CR (+)	\$308.14	\$0.00	\$167.51

REMIT TO: Florida Freedom
P.O. Box 1940
Panama City, FL 32402

4522404
TEARS

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

The News Herald • Northwest Florida Daily News • The Star • The Times • Crestview News Bulletin • Santa Rosa Press Gazette
The Walton Sun • The Destin Log • The Washington County News • Holmes County Times • EmeraldCoast.com

CONSENT
2/14/12 LL

NEW YEAR'S 2012

NEW YEARS IN CENTRAL & EASTERN TIME ZONES - 1 NIGHT

SHOW!
7:00 p.m. EST Port St. Joe
12 Midnight CST Mexico Beach



TROLLEY STOPS

- Lookout Lounge
 - Regards Oyster Bar and Pub
 - Bulley's Steak and Market
 - Gracie's Lounge
 - Haughty Heron
 - St. Joe Bar
 - The Thirsty Lion
- ### MEXICO BEACH
- El Governor Motel
 - Fish House Restaurant
 - Mango Marley's
 - Rustic Sam's Campground
 - Toucan's Restaurant

FREE NEW YEAR'S EVE SHUTTLE FROM PORT ST. JOE TO MEXICO BEACH
WITH STOPS IN BETWEEN

8 P.M. - 3 A.M. ET • 7 P.M. - 2 A.M. CT

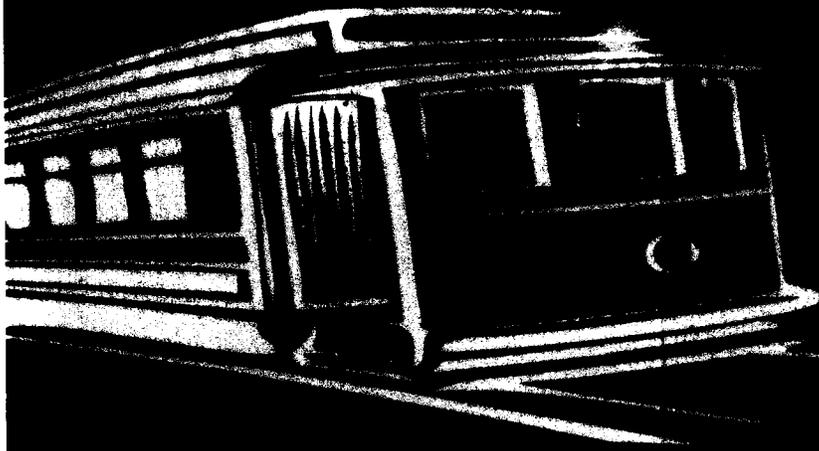
For more information on each bar's events please visit
www.visitgulf.com or www.mexico-beach.com



NEW YEAR'S 2012

NEW YEARS IN CENTRAL & EASTERN TIME ZONES - 1 NIGHT

SHOW!
7:00 p.m. EST Port St. Joe
12 Midnight CST Mexico Beach



HOLIDAY STOPS

- Lookout Lounge
- Regency Oyster Bar and Pub
- Bailey's Seafood and Market
- Gracie's Lounge
- Highly Honored
- St. Joe Bar
- The Thirsty Lion

MEXICO BEACH

- El Governor Motel
- Fish House Restaurant
- Mango Marley's
- Rustic Land's Campground
- Toucan's Restaurant

**FREE NEW YEAR'S EVE SHUTTLE FROM PORT ST. JOE TO MEXICO BEACH
WITH STOPS IN BETWEEN**

8 P.M. - 3 A.M. ET • 7 P.M. - 2 A.M. CT

For more information on each bars events please visit
www.visitgulf.com or www.mexico-beach.com



EX-100-00000000
GULF COUNTY TOURIST DEVELOPMENT COUNCIL
1000 CECIL G. COSTIN, SR. BLVD., ROOM 301
PORT ST. JOE, FL 32456
850-229-7800



Donald Butler
Gulf County Administrator
1000 Cecil G. Costin, Sr. Blvd., Room 301
Port St. Joe, FL 32456

February 7, 2012

Dear Mr. Butler,

On February 7th the Tourist Development Council Advisory Board voted (contingent on BP funds) two Merchant Committee events: Port Saint Joe's Favorite Things Preview Party \$4,950.00 and the First Friday's at Five - Shop, Dine and Unwind (March and April events only at \$705.56 p/ event).

The tourist Development Advisory Board also approved Must Media for three ads to be placed in Must See Magazine for Spring, Summer and Holiday 2012. The total of the ads plus design fee is \$4,275.00.

These items will be reflected in the TDC board meeting minutes once completed and be given to Kari Summers.

If you have any further questions about these items or any other consent agenda items please don't hesitate to call.

Sincerely,

Kellee Novak
Assistant Director
Gulf County Tourist Development Council
O: 850-229-7800

[Handwritten signature]
BCC Pulled
DATE 2-14-2012 cc. JJ

2/14/12 LL

Girl Scouts Centennial Proclamation

A Proclamation Declaring 2012 as the Year of the Girl and
Celebrating 100 years of Girl Scouting

FILED FOR RECORD
OFFICE OF THE CLERK
OF THE BOARD OF COUNTY COMMISSIONERS
2012 FEB 22 PM 1:08

WHEREAS, March 12, 2012, marks the 100th anniversary of the Girl Scouts of the United States of America, which began in 1912 when Savannah, GA native Juliette "Daisy" Gordon Low gathered 18 girls to provide them the opportunity to develop physically, mentally, and spiritually; and,

WHEREAS, for 100 years, Girl Scouting has helped build millions of girls and women of courage, confidence, and character who act to make the world a better place; and,

WHEREAS, the award winning Girl Scout Leadership Program helps girls discover themselves and their values, connect with others, and take action to make the world a better place; and,

WHEREAS, the Girl Scout Gold Award, the highest honor in Girl Scouting, requires girls to make a measurable and sustainable difference in their community, assess a need and design a solution, find the resources and support to make it happen, complete the project and also inspire others to sustain it;

WHEREAS, the Gold Award honors leadership in the Girl Scout tradition, and Gold Award recipients have already changed the world as high school students;

WHEREAS, core programs around Science, Technology, Engineering and Math (STEM), environmental stewardship, healthy living, financial literacy, and global citizenship help girls develop a solid foundation in leadership; and,

WHEREAS, since its founding in 2000, the Girl Scout Research Institute has become an internationally recognized center for original research, research reviews and surveys that provide significant insights into the lives of girls; and,

WHEREAS, through the dedication, time, and talent of volunteers of different backgrounds, abilities, and areas of expertise, the Girl Scout Program is brought to over 5,000 girls in grades K-12 across the Florida Panhandle; and,

WHEREAS, today, more than 50 million American women are Girl Scout alumnae, 3.3 million girls and adult volunteers are active members, and Girl Scouts is the largest member of the World Association of Girl Guides and Girl Scouts, a global movement comprised of more than 10 million girls in 145 countries worldwide; and,

NOW, THEREFORE, THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS, does hereby applaud the Girl Scouts of the United States of America for their 100 years of leadership and expertise as the voice for and of girls, and proudly proclaim 2012 as "Year of the Girl."

BCC APPROVED

William C. Williams,
Chairman
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

DATE _____ D.C. _____

CONSENT
2 28-12 95



Gulf County Mosquito Control
1001 Tenth Street
Port St Joe, FL 32456
(850) 227-1401 Office (850) 229-9521 Fax

MEMORANDUM

Date: February 21, 2012

To: Gulf County Board of County Commission

From: Mark Cothran, Director GCMC *MC*

Re: Chairman to sign Mosquito Control Documents

-
1. Request approval from Board for Chairman to sign Gulf County Mosquito Control documents for FY 2011-2012.

BCC APPROVED
DATE _____ D.C. _____

FILED FOR RECORD
RECORDS & REPORTS
CLERK OF DISTRICT COURT
GULF COUNTY, FLORIDA
2012 FEB 22 PM 12:56

CONFIDENTIAL
2-28-12 46
96

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

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

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

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

February 20, 2012

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

RECEIVED
GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FEBRUARY 21 2012

Re: Old Gulf County Courthouse Elevator/Storm Damage

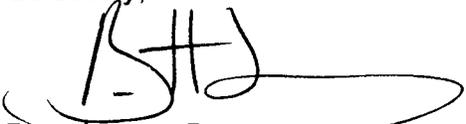
On June 16th, 2011 we experienced a lighting storm at the Courthouse in Wewahitchka that took the elevator out of service. On September 19th, 2011 Kone Elevator Company our service provider, submitted a quote to repair for \$34,654.00. This quote was forwarded to our insurance company for review.

After reviewing, our adjuster requested us to go out and get another quote. I have since then done this and received a quote from Control Dynamics for \$23,498.00 and forwarded it on to adjuster.

I received a call on Tuesday, February 14th, 2012 from the adjuster handling the claim to let us know they will be paying us \$23,398.00 minus our \$5,000.00 deductible for the elevator repair.

With board approval, I along with the County Administrator would like to negotiate with Kone Elevator Company to provide a more competitive quote that's equivalent to the quote provided by Control Dynamics. Kone is our service provider and we believe that if given the chance they can provide a better quality solution for the elevator repair in the Wewahitchka Courthouse.

Sincerely,



Brett Lowry, Deputy Administrator

BCC APPROVED

DATE _____ D.C. _____

Enclosure (6)

COMMENT
DATE 2/28/12 OK

Quote

January 25, 2012

To: Brett Lowry

Re: Elevator Controller replacement
Old Gulf County Courthouse
Wewahitchka, FL

Dear Mr. Lowery

The price to change out the failed controller, not repairable as old controller no longer supported by manufacturer, work includes the following

1. New Motion Control Engineering non propriety 2000 series controller
2. New motor starter (Seimens soft start) built into controller
3. New car-top selector (landing system)to interface with the controller
4. New GAL Manufacturing Jet plus car station with position indicator, hands free ADA telephone and LED emergency lighting.
5. New hall stations (push-buttons) at both floors with code compliant fire service phase one recall and indicator at first floor.
6. New GAL manufacturing MOVFR door operator with new ZL-2 zone clutch
7. New light curtains (door protection light rays) that connects directly to the door operator (no additional relay box required)
8. All new wiring including traveling cable
9. All new elevator equipment to comply with latest ANSI A17.1 elevator codes
10. All required inspections as required by the State of Florida

Price to perform the above work is **\$24,398.00**

Thank you

Mitchell Cox
President
NAESA QEI #1010
FL CEI #189
FL CC# 245
850-814-1250 Cell

P.O. Box 2347, Panama City, FL 32402 • Voice/Fax (850)871-0106

September 19th 2011

KONE Inc.

5252 2A Halls Mill Road
 Mobile, AL 36619
 Tel: 251 661-7522
 Fax: 251 661-7516
www.kone.com
kerry.dupree@kone.com

Gulf County Court House

Wewahitchka, FL

Re: Elevator Repair/Mod

Dear Customer Contact Person,
 KONE, Inc. is pleased to quote the amount of THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY FOUR DOLLARS AND SEVENTEEN CENTS (\$34,654.00) plus any applicable taxes, to furnish and install the following for the subject existing hydraulic elevators:

- New microprocessor controller, with new elevator positioning system
- New door operator
- New machine room & hoistway wiring, traveling cable & duct as necessary
- New car and hall pushbutton stations, car lantern, car position indicator, required fire service features and ADA phone
- All required testing is included
- All new elevator equipment provided to meet current ANSI A.17 Code

In order to provide you with the most comprehensive proposal, we make the following clarifications:

1. Contract terms and project schedule are to be mutually agreeable between KONE Inc. and your firm (See Attachment A).
2. The following items are to be furnished and installed by your firm or by other trades (See Attachment B).
3. It is assumed that we may work between the hours of 7:00 AM and 4:30 PM, Monday-Friday. No overtime or premium time work has been included within our base bid. The standard wage rate is assumed.
4. Our proposal includes testing with a Q.E.I inspector. However, any re-testing which may result due to other trades' failures to be complete or fail their own testing (including tests with Fire Marshall,) will be billed at our standard service rates.
5. Should KONE be required to pull off of the job site for any reason outside of KONE's control, a re-mobilization fee of \$1,500.00 will be charged for each occurrence.
6. Any asbestoses abatement is by others.
7. Please note we have included our standard one-year warranty. However, we have not included any preventative maintenance services within our base bid.
8. Access to the building for delivery and a dry, protected storage area adjacent to the hoistway and permanent or temporary three phase and single phase power must be available.
9. Piping and conduit, with pull boxes, from each elevator bank to the fire control room and security desk is to be provided and installed by other trades.
10. This proposal includes provisions to support emergency power. All necessary wiring and conduit from the emergency power source shall be by others.
11. All cutting and patching of beams, walls, and masonry work required, including the repairs to plaster will be by others. All chases and openings, as required by the Elevator Contractor will be by others.

12. The empty car weight plus capacity of each elevator must not change by more than 5% of the originally installed weight (per ANSI Code). We have not included any engineering, labor or material cost should the empty car weight plus capacity change by more than 5% or the original installation.

13. We can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, san, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.

Thank you for the opportunity to submit our proposal for this project. We look forward to future discussions concerning our proposal. If you should have any questions, comments or concerns, please do not hesitate to call me.

Sincerely,
KONE Inc.

Kerry Dupree
Account Representative

Accepted by:

Printed Name:

Title:

Firm Name:

Date:

This offer, when accepted by you and countersigned by an officer of KONE Inc., will be the entire agreement of the parties. This offer, if accepted on any other form or document or if the terms are amended, shall not be binding on KONE Inc. unless countersigned in writing by an officer of KONE Inc.

Approved by – KONE Corporate Officer

Bid Attachment "A"

Application of the Terms and Conditions

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE. KONE shall not order nor release equipment for manufacturing prior to execution of a contract by both parties

SPECIAL PURCHASING REQUIREMENTS

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our proposal.

VALIDITY OF QUOTATION

The Proposal shall be open for acceptance within the period stated in the Proposal, or when no period is stated, for a period of thirty (30) days from the date of the Proposal.

WORK AND SERVICES NOT INCLUDED

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. This proposal specifically excludes any additional costs associated with concealed or subsurface conditions. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer.

TEMPORARY USE

Temporary use of the equipment may be granted, if required by contract, provided the use period allows adequate time for equipment restoration for final delivery. Temporary use will be invoiced separately per the KONE Temporary Use Agreement and is subject to payment terms indicated in Part 6 of this document. The Customer shall assume all risk of temporary use and operation, supply its own operator and, at the end of the temporary use period, return the equipment to KONE in "like new" condition. Specific noise ratings cannot be guaranteed, due to the different building characteristics and ambient noise levels.

PRICE

Unless otherwise stated pricing for labor and material shall remain firm, but under no circumstances shall KONE be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. This amount and/or extensions of time shall only be adjusted by properly approved change orders indicating related modifications to the scope of work and/or to the terms and conditions.

INSTALLATION

The work shall be performed during regular I.U.E.C. working hours of regular working days, Monday to Friday, statutory holidays excluded. Any changes in the progress schedule with respect to the sequence, acceleration or duration of work shall be mutually agreed upon.

If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order.

If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall provide storage and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

KONE will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others and behave in an appropriate manner while on site.

PAYMENT TERMS

Payments are due 30 days from invoice date, based on work progress as follows:

- A. Customer agrees to pay thirty percent (30%) of the Agreement amount including any accepted options and/or alternates upon acceptance of this Agreement.
 - B. Monthly progress billings may be issued by KONE to cover labor expended and materials stored on or off site during the month.
 - C. Customer agrees to pay the amount of any tax imposed by any existing law, or by any enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein.
 - D. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. Simple interest at 1.5% per month will be charged on amounts not paid when due. In the event of default on the payment provisions herein, Customer agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs in connection therewith, and all pre-judgment interest.
- KONE reserves the right to delay and/or suspend the work and services, including manufacturing, delivery, installation and/or final turnover of the equipment, for non-payment. KONE

In the event that Purchaser does not accept delivery of material at the Project Site when KONE is ready to make such delivery, Purchaser agrees to immediately make payments due upon shipment as provided above and designate some local point where Purchaser will accept delivery. Upon Purchaser's failure to designate such a point of delivery within 14 calendar days, KONE is authorized to warehouse material within or without our factory at Purchaser's risk and expense. Purchaser assumes responsibility for any increase in KONE's costs (at its standard billing rates) because of any such exceptional handling. Purchaser will be responsible for any damage, including, but not limited to, weather damage, vandalism, etc., to material awaiting acceptance in the event Purchaser fails to accept delivery when KONE is ready to deliver.

Should KONE be delayed by reason of any default on Purchaser's part, the entire Contract Price, less payments theretofore made and less the cost of completing work, as estimated by KONE, shall become due on the date when the proposed equipment was to be in running order had KONE been permitted to commence regular time installation labor on the date shown in this Proposal. This amount due shall bear interest at the full legal rate commencing on such anticipated completion date. Purchaser shall compensate KONE for delays, regardless of whether caused by Purchaser or any other entity, including other subcontractors.

PROPERTY RIGHTS

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made, with the right to take repossession of the same at the cost of Customer if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage, or lease of the premises.

The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier. The software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. KONE will not supply any additional information such as internal KONE manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Additions") which we may use or install to deliver maintenance service under this Agreement remains KONE's property, solely for the use of our employees. Additions are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the KONE Additions at our expense.

WARRANTY

KONE warrants the materials and workmanship of the equipment for one (1) year after acceptance. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement. KONE undertakes to perform this work in conformity with the usual applied codes and standards; however, no guarantee can be made that all code violations or defects have been found.

LIABILITY LIMITATION

THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS KONE FROM ANY LOSS, DAMAGE OR CLAIM FOR DAMAGES OR INJURIES, INCLUDING DEATH, CONNECTED WITH THE USE OR OPERATION OF THE EQUIPMENT. SHOULD DAMAGE OCCUR TO KONE MATERIAL OR WORK ON THE PREMISES, WHERE WORK IS TO BE OR IS BEING PERFORMED, BY FIRE, THEFT OR OTHERWISE, THE CUSTOMER IS TO COMPENSATE KONE FOR SAID DAMAGES. KONE'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS SHALL BE LIMITED TO THE EXTENT A CLAIM FOR DAMAGES OR INJURIES RESULTS FROM KONE'S NEGLIGENT ACTS OR OMISSION OR WILLFUL MISCONDUCT, BUT NOT THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF OTHERS. KONE WILL NOT NAME ANY PARTY AS ADDITIONAL INSURED TO THEIR POLICY.

DAMAGES

KONE shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages. KONE's liability under any circumstances shall be no more than 5% of the Proposal value of the equipment concerned.

FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim or delay due to any cause beyond KONE's control including, but not limited to, acts of government, strikes, lockouts, work interruption or other labor disturbance, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Contractor's Safety Policy as long as the policy is not in conflict with KONE's Safety Policy. KONE agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on KONE because of your acts or omissions or anyone employed by you shall be borne by you.

Customer agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by KONE, KONE reserves the right to discontinue work until such unsafe conditions are corrected.

It is agreed and understood that KONE is not responsible for damages, either to vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

MISCELLANEOUS

Customer agrees that in the event this Agreement is terminated by Customer prior to the completion of the work, Customer will pay all costs incurred as of the date of cancellation plus 30% of the Agreement value as cancellation fees to compensate KONE for lost profit, overhead, and other cancellation expenses.

This Agreement may be terminated for default provided that KONE is first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void. The acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement and shall prevail over and supercede any terms and conditions contained in any documents provided by the Customer. Any changes to this Agreement must be made in writing and signed by both parties.

Bid Attachment "B"

Following is a list of "Work By Other Trades" that may need to be completed in order to bring the elevator building spaces up to current code.

Work By Other Trades**Power**

- Provide a properly rated three phase fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door
- Where a battery lowering device is to be supplied, provide and install two normally open auxiliary contacts on the main line disconnect and elevator controller, an additional set of contacts must be installed in series with the contacts on the main line disconnect.
- Provide a dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation
- If fire sprinklers are present in machine room or hoistway then shunt trip disconnects must be utilized.
- Provide GFI 120 VAC convenience outlets in machine room and pit
- Provide a separate convenience outlet in the pit area, if a sump pump is utilized

Machine Room

- Provide a legal machine room per code requirements. Must maintain a 1-½ hour fire rating.
- Provide a 1-½ hour fire rated door for access into the machine room. Door shall be self-closing and self-locking, able to open from inside the room without the use of a key.
- Provide independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Provide a fire extinguisher inside of machine room.
- Minimum machine room height is 7'0" clear.
- Suitable lighting that provides a minimum of 19ftc at floor.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Non-elevator related equipment is not allowed within the machine room.

Hoistway

- Provide a legal hoistway per code requirements. Must maintain 1 ½ hour fire rating
- Fill in all open holes located in hoistway walls with 1 ½ hour fire rated material.
- Bevel all ledges within hoistway measuring over 4"
- Non-elevator related equipment is not allowed within the hoistway.
- Provide a guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- A means to displace water must be located in the pit.
- Provide the elevator hoistway with ventilation to the outside atmosphere. Hoistways housing elevators extending through more than two (2) floor levels shall be vented to the outside 3 ¼ percent of area of shaft. Minimum 3 square feet. Manual operation only. A building protected throughout with an approved automatic sprinkler system need not be vented.

Fire Service

- A fire alarm initiating device must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device is required within 12" of each sprinkler head.
- All smoke detector wiring as well as three (3) relays with the following contacts will need to be provided and installed in the machine room for final connection to the elevator equipment

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF _____ COUNTY, FLORIDA WHICH SUPPORTS CONTINUED WATER MANAGEMENT FUNDING FOR PROGRAMS LISTED IN CHAPTER 373, FLORIDA STATUTES AND THAT THE COMMISSION SUPPORTS THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

WHEREAS, Florida’s Water Resources are vital to our life, health, and well-being; and

WHEREAS, in Florida, our water resources belong to all its citizens and these resources are not commodities for purchase by any entity; and

WHEREAS, adequate and properly managed water resources are essential to both our economy and our environment; and

WHEREAS, the Northwest Florida Water Management District (NFWWMD) is established in Chapter 373, Florida Statutes, to manage water on a regional basis, to be overseen by a governing board comprised of local citizens within the district, appointed by the Governor; and confirmed by the Florida Senate; and

WHEREAS, Chapter 373, Florida Statutes is fundamental to the optimum management of water resources of Apalachicola River and Bay, using best management practices.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of _____ County Florida, as one of six riparian county stakeholders, (1) supports the NFWWMD structure and functions as defined in Chapter 373, Florida Statutes; (2) supports continued funding adequate for the NFWWMD, so the NFWWMD may accomplish its lawful missions of management, protection and balanced public use of the Apalachicola River and Bay; (3) opposes any centralization – command and control of regional and local water resources within the executive and/or legislative branches of government, or by any statewide board or authority; and (4) vehemently opposes any effort to move water from its current public ownership structure.

PASSED in regular session this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
_____ COUNTY, FLORIDA.

BY: _____

WEWAHITCHKA HIGH SCHOOL

105



Debbie L. Baxley
Principal

2012 FEB 21 PM 5: 1-
COUNTY CLERK
COUNTY COMMISSIONERS

February 17, 2012

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

Dear Board of County Commissioners:

Subject: Waive fee for use of Honeyville Community Center

On behalf of Wewahitchka High School, I would like to request the use of the Honeyville Community Center for the prom on March 31, 2012, and a waiver of the fee this event. Your consideration on this matter is appreciated.

Sincerely,

Debbie Baxley
Principal

2012 FEB 22 PM 12: 07
FILED FOR RECORD
COUNTY CLERK
COUNTY COMMISSIONERS

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