



*The Best of Florida Music, Arts, Culture*

# 2016 Florida Folk Festival Food Vendor Guidelines

**Mission.** The mission of the Florida Folk Festival is to provide a Florida heritage-based celebration while conserving and interpreting Florida's diverse folk cultures and traditions.

**Purpose.** The Florida Folk Festival celebrates the folk songs, music, dance, stories, crafts, foodways and other forms of traditional expression that reflect the folklife of Florida. The festival's primary purpose is to present Florida folk artists and other keepers of Florida's traditional knowledge to the public. This is accomplished through performances and demonstrations by folk artists and other tradition bearers.

**Florida folklife** is defined in Florida law as "the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry, and handicrafts, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction."

**Application and Review.** To participate as a food vendor at the 2016 Florida Folk Festival, please complete the accompanying application and Release/Assurance form. If you're not able to submit your application electronically, please print and submit through the US Mail. If you're not able to print, applications may be obtained by calling toll free 1-877-635-3655. Return all required information to Stephen Foster Folk Culture Center State Park (address is at the top of the application form). Applications must be postmarked by **December 1, 2015**

**Commercial vendors** must submit a copy of your state sales tax revenue form and a copy of your commercial license (state officials will be on-site to inspect your operations) **with** your application. Applications submitted without the proper forms will not be reviewed and will be returned to the applicant.

**Nonprofit groups and churches** must submit a copy of your IRS letter of determination, a copy of your state sales tax revenue form and a letter from your president or chairperson authorizing you to collect revenues on behalf of the organization. Failure to submit the required paperwork will cause you to be considered a commercial vendor and you will be required to purchase the state commercial permit and be inspected as a commercial vendor.

**Selection of Food Vendors.** An invitation to participate as a food vendor is based on the applicant's ability to represent traditional foodways of Florida, including how well the food reflects the traditional, ethnic and regional foods of the state, how appropriate the food is to the Festival, and the overall variety of foods offered at the Festival. Vendors must be available all three days of the festival. In order to qualify for selection, vendors must demonstrate a significant relationship to Florida such as residency. Vendors may not duplicate menu items. Selected food vendors, in keeping with the mission, purpose and definition of Florida Folklife must present an appropriate appearance of their vending area. Because of limited competition and aesthetics, carnival style vending set-ups will not be allowed. Preference is given to food vendors whose prices are affordable in a rural family setting.

**Note:** Participation in prior Florida Folk Festivals does not guarantee an invitation to the 2016 Festival. Priority in selection will be given to those vendors who complete the application in its entirety, including specific needs for water, electrical plugs, and booth size.

**Vendor Locations:**

Vendor site locations are determined by the event coordinator. The location and placement of each vendor is determined by many factors, including the size of the vending area, electrical needs, sells performance from previous years, overall theme and the appearance of your vending area. We do not guarantee the same site location or venue area each year. Vendors are located to best accommodate all vendors and to meet visitor needs and trends.

**Vendor Fees:** Vendors are required to pay 15% of their gross sales to the Florida Folk Festival except for booths located at the Amphitheater. **Please do not send fees with your application.** No application or booth fees are required. Vendors are responsible for paying 7% sales tax. We will be forwarding your vendor information to the local tax office after the Festival. ***All vendors should be prepared to pay their vendor fees on Sunday night of the festival.***

Vendors located at the Amphitheater Food Court are required to pay a fee equal to 20% of their gross sales, reflecting this area's extended hours of operation. Vendors assigned to this area are required to remain open to the public for food sales at least until 12 midnight each evening in order to serve large audiences attending night concerts at the Amphitheater Stage

**Vendor and Demonstration Agreement**

You must complete the Vendor and Demonstration Agreement that is included as part of your application process. Please read the agreement carefully. **Pay special attention to the requirement that each vendor must now complete a sexual predator and sexual offender check on its employees, representatives and volunteers prior to being allowed to set up at the Festival. Records of these checks must be provided to the Florida Folk Festival and must be maintained by each vendor.** Please also note that the Festival has the responsibility of making these checks for the contact person listed on each application. The festival cannot accept any vendors that appear in these databases, nor are any vendors allowed to have any employees, volunteers or representatives that appear in these databases. We have provided links below to the two sites applicants are required to check to comply with permit requirements.

<http://offender.fdle.state.fl.us/offender/homepage.do>

<http://www.nsopw.gov>

**Food Service Regulations:** Food service areas must have a roof, hot and cold running water, hand wash facilities, and comply with other temporary food service guidelines as provided by the Florida Administrative Code, Chapter 10D-13. Electrical outlets at the Festival are limited. To maximize our use of available electrical and water hook-ups, you will be asked to share a bank of electrical outlets. Please do not use more than the maximum number of amps provided. For Marble Stage vendors, no more than two appliances per concession can be used at the same time. One coffee pot and one toaster equal 15 amps. Vendors are responsible for any equipment required for operating a booth, including but not limited to electric stoves, grills, burners, refrigerators, tables, chairs, pots, mops, brooms, and fire extinguishers. Please do not play loud music or make noise at a level that disturbs other food booths and stage areas located nearby. Commercial food vendors will be inspected and must pay the permit fees required by the State of Florida.

**Vendors with self-contained food service** units must meet local health regulations for preparing and serving food. Self-contained sites do not have electricity or running water available. Permission may be granted on a case-by-case basis for the use of gas appliances or quiet generators. Self-contained units may not use more than 400 square feet for their food service area. A limited number of self-contained service areas are available to vendors who meet the qualifications for mobile food service.

**Menus** should list all of the items you plan to serve and their prices. **You may not change your menu or food prices from your approved application** without consulting the Food Vendor Coordinator at least four weeks in advance of the Festival.

**Use paper plates and cups only. Styrofoam plates and cups are strongly discouraged.**

Applicants will be notified of their status by December 15.

# 2016 Food Vendor Application

FLORIDA



FOLK FESTIVAL

Florida Folk Festival

Stephen Foster Folk Culture Center State Park

PO Drawer G

White Springs, FL 32096

Toll Free: 1-877-635-3655

Web: [www.FloridaFolkFestival.com](http://www.FloridaFolkFestival.com)

**May 27 – 29, 2016**

In order to submit your application – download the free Adobe Reader Program at [www.adobe.com/go/reader](http://www.adobe.com/go/reader). Complete the application on your computer and click the SUBMIT button in the upper right hand corner. If you need assistance please call our toll free number. If you're not able to submit electronically, please return this application to the above address, postmarked by **December 1, 2015**.

Priority is given to those applicants who complete all of the information requested on the application.

**Applications may not be faxed**

Name of Business \_\_\_\_\_ Type of Food \_\_\_\_\_

First Name of Contact \_\_\_\_\_ Last Name of Contact \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

When is the **best time** \_\_\_\_\_ and **manner** \_\_\_\_\_ to contact you if we have any questions?

Tax Revenue Number \_\_\_\_\_

(Required for sales. If you do not have a State of Florida Tax Revenue Number, a temporary one must be obtained and a copy must be provided to the Florida Folk Festival no later than April 1, 2016. **Vendors without a Tax Revenue Number will not be allowed to set up.**)

☐

**I am a Commercial Food Vendor**

Copy of yearly commercial license must be attached. Inspections will be conducted on Thursday afternoon. Commercial vendors without yearly license will be required to purchase the required permits from the State of Florida.

☐

**I am a Non-Profit Vendor**

Non-Profit Organizations and Church Groups must submit proof of their IRS status and a letter from the president or chairperson of the organization/church authorizing you to collect revenue on their behalf. Non-profits that fail to submit the required documents will be considered commercial vendors and will be required to follow policies for commercial vendors.

Name of Business: \_\_\_\_\_

## Photographs

All first-time applicants, commercial vendors, and self-contained food wagons must submit 5 photos (either prints or in a digital jpeg format), clearly showing the concession in operation and the kind of food being sold. Photos must be labeled with concession and contact person's name and mailed to the park.

Enclosed are 5 photos ☐ Yes

## Exemption From Public Disclosure

Are you a current or former law enforcement officer, other employee\* or the spouse or child of one who is exempt from public records disclosure under S11907, F.S.?

\*Other covered jobs include: correctional and correctional probation officers, firefighters, certain judges, assistant state attorneys, assistant and statewide prosecutors, personnel of the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support, and certain investigators in the Department of Children and Families.

Exempt? ☐ Yes

## Participant Passes

Name of each person for whom you are requesting a gate pass. Nonprofit vendors may list up to 8 names of booth helpers to receive gate passes.

The number of entry passes for food booths is based on the location of the booth, the number of hours required to serve food, and whether the booth has commercial or nonprofit status. Booths at the Amphitheater may receive up to 4 passes due to extended festival hours. Nonprofit organizations at the Old Marble Food Pavilion may receive up to 8 passes due to their non-commercial status.

Please list below the names of persons who will be receiving the passes. If you will be receiving one of the passes, please include your name below.

| <u>First Name</u> | <u>Last Name</u> | <u>Camping</u>           | <u>Child First Name</u> | <u>Child Last Name</u> | <u>Camping</u>           |
|-------------------|------------------|--------------------------|-------------------------|------------------------|--------------------------|
|                   |                  | <input type="checkbox"/> |                         |                        | <input type="checkbox"/> |
|                   |                  | <input type="checkbox"/> |                         |                        | <input type="checkbox"/> |
|                   |                  | <input type="checkbox"/> |                         |                        | <input type="checkbox"/> |
|                   |                  | <input type="checkbox"/> |                         |                        | <input type="checkbox"/> |
|                   |                  | <input type="checkbox"/> |                         |                        | <input type="checkbox"/> |
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|                   |                  | <input type="checkbox"/> |                         |                        | <input type="checkbox"/> |

(# 5 - # 8 Old Marble Food Vendors Only)

Name of Business: \_\_\_\_\_

**Arrival/ Departure Times:**

**Arrival:** ☐ Thursday am ☐ Thursday pm ☐ Friday am

**Departure:** ☐ Sunday pm ☐ Monday am

**ELECTRICAL AND WATER REQUIREMENTS**

Electrical outlets and water hook-ups are limited. If you cannot function without electricity, please indicate below. A limited number of food concessions using generators also will be selected. **You must include information on the number of outlets and amperage required.** Adapters can be used for 30 amp RV receptacles.

**Electricity Required** - Check the type and number of outlets you will need:

☐ 50 Amp, 230 Volt stove receptacle \_\_\_\_\_ Number \_\_\_\_\_ Total Amps Needed

☐ 30 Amp, 120 Volt RV receptacle \_\_\_\_\_ Number \_\_\_\_\_ Total Amps Needed

☐ 20 Amp, 120 Volt GFI receptacle \_\_\_\_\_ Number \_\_\_\_\_ Total Amps Needed

☐ **Electricity Not Required** - If you bring a generator, you must use a **quiet** type, not a loud industrial generator. Please indicate exactly what type of **quiet** generator you plan to bring.

**Number Water Hook-Ups** \_\_\_\_\_

**Booth/ Trailer Size:** Size of your booth area \_\_\_\_\_ feet length X \_\_\_\_\_ feet width

**Mobile Food Service Facility:** Trailer Length \_\_\_\_\_ Width \_\_\_\_\_  
Additional footage required

Describe Any Additional Space Requirements (trailer storage, parking, etc)

Any set-up or other special needs you might have during the Festival:

**Name of Business:** \_\_\_\_\_

**Menu:** Please list each item for sale with prices. No packaged foods are allowed. You may not change menu items or prices from your approved application without approval of the Food Vendor Coordinator at least four weeks prior to the Festival.

| Food Item | Price |
|-----------|-------|
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| Food Item | Price |
|-----------|-------|
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**Note:** Ice will be available for purchase on-site and will be delivered upon request during Festival hours.

**Release/ Assurance**

Please read and sign the Release/Assurance below. Unsigned applications cannot be accepted. I hereby grant permission to the Florida Park Service, Division of Recreation and Parks, to use photographs and audio/video tape recordings made of me during the annual Florida Folk Festival for publicity and other promotional purposes. I will not hold the Florida Park Service, Division of Recreation and Parks responsible for accidents to me or my property while participating in the annual Florida Folk Festival on the grounds of Stephen Foster Folk Culture Center State Park, White Springs, Florida.

**SALES:** I understand that Festival policy requires me to pay a percentage of my gross sales to the Florida Folk Festival.

My signature below indicates that I have read and agree to these conditions.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## VENDOR AND DEMONSTRATOR AUTHORIZATION

The Florida Department of Environmental Protection ("Department") through its Division of Recreation and Parks ("Division"), allows the following named vendor or demonstrator ("Vendor") authorization to establish one point of sale in the below-indicated Florida State Park for the dates specified herein.

Vendor

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Entity name as recorded with the Department of State or if it is an individual, please list.

\_\_\_\_\_  
The entity or individual is organized as one of the following: a sole proprietorship, Florida Corporation, limited liability company, foreign corporation (out of state but registered in the state of Florida), entity or individual(s) d/b/a (insert fictitious name only if registered in Florida), partnership (if registered in Florida), or joint venture.

\_\_\_\_\_  
Business Headquarters' (Principal) Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

\_\_\_\_\_  
FEID # (or Social Security, if no FEID #)

\_\_\_\_\_  
Tax revenue number required for sales. If you do not have a Tax Revenue Number, a temporary one must be obtained for the Event.

1. This Permit is issued to \_\_\_\_\_ ("Permittee") to operate at the Florida Folk Festival ("Event") at Stephen Foster Folk Culture Center State Park, hereinafter referred to as the ("Park").
2. This Authorization is valid for 3 day(s) on the following dates: May 27- May 29, 2016  
The Vendor agrees that the minimum operating hours shall be 9 a.m. Until 12 a.m. daily unless otherwise designated by the event coordinator. Any deviation from these hours shall be pre-approved by Event Coordinator.
3. The products or services to be provided under this Authorization are: Food Vending (Artisans, craftsmen, suttlers, demonstrators and other vendors who add to the Event's marketability and authenticity.) In the case of crafts, the Vendor agrees to provide only crafts of good quality which are authentic Florida crafts and relate to the State Park system and any historic period or theme depicted by the Event.



4. The exact location, within the Park, for the Vendor operation shall be designated by the Event Coordinator. The location will be designated in your set-up materials, which will be attached hereto and incorporated herein. The Department, CSO and the Park shall not be responsible for the security of the Vendor's operations.
5. The Vendor agrees that as consideration for the privilege of operating in the Park under this Authorization, the Vendor shall pay the Stephen Foster CSO a fee of 20% commission for the Amphitheater Hill locations or 15% commission for Old Marble State locations. Vendors are responsible for their own taxes. Vendor shall remit payment of the fee to the Stephen Foster CSO immediately following the Event, prior to leaving the park.
6. The Permittee shall comply with all rules and laws governing the operation of the Park, including Chapter 258, Part I, Florida Statutes (<http://www.leg.state.fl.us>), and Chapter 62D-2, Florida Administrative Code (<https://www.flrules.org/Default.asp>). The Permittee shall not alter or damage the Park's natural or cultural resources in any way by the support or operation of Permit activities. The Permittee shall be responsible for and shall fully repair all damage to Park facilities and resources which may result from any support or operation of activities under this Permit.
7. The Vendor assumes all risk in the operation of its business under this Authorization and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the Vendor, its employees, respective officers, representatives, or agents. The Vendor is strongly advised to obtain adequate insurance to cover such risks. The Vendor shall save and hold harmless and indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees"), and their employees, respective officers, representatives, and agents against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Authorization, resulting from any act, or failure to act, by the Vendor, or its employees, respective officers, representatives, or agents to the extent allowed by law. The Vendor shall notify the Park Manager within five (5) days of all legal actions filed against the Vendor related to the Park or that may adversely affect or reflect on the Department.
8. This Authorization is not intended nor shall it be construed as granting any rights, privileges, or interest in any third party without prior written permission of the parties hereto.
9. This Authorization may be terminated by the Event at any time for failure of the Vendor to perform in accordance with the terms and conditions contained herein. This Authorization may be terminated by either party with or without cause by providing 1 days' advance written notice of such termination. The Vendor is aware that this Agreement is for management purposes and may be revenue generating or revenue neutral. The Event shall not be responsible for the Vendor's business losses, if any. The Vendor understands and agrees that there are no funds appropriated by the Legislature to pay for damages. If a court of competent jurisdiction finds the Event has breached this Agreement, the Vendor agrees that the Vendor's damages are limited to \$500.
10. The Vendor is required to report any revenue or income to the Department of Revenue for applicable sales tax. Sales and Use Tax Returns may be obtained at a local tax office or Florida Department of Revenue, Distribution Center, 168A Blountstown Highway, Tallahassee, FL, 32304 – 3761, or by phone, 800-352-3671, or by the internet at <http://dor.myflorida.com/dor/>
11. If an impasse between the Event Coordinator and the Vendor arises over implementation of this Authorization, the final decision shall be made by the Park Manager or the Bureau of Parks District Chief of the District in which the Park resides.

12. The Vendor and its employees shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its performance under this Authorization.
13. The Vendor shall ensure that all employees of the Vendor will display a courteous, friendly, and helpful attitude. All Vendor employees shall be identified with the Vendor's company uniform or shirt, nametag, unless in costume, and shall have a neat and clean appearance.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Authorization by the Department.
15. The Department shall conduct a sexual predator and sexual offender check on the Vendor's Authorization Manager and its officers prior to executing an Authorization. No person on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement ("FDLE") shall be employed within the Park. The Department has the right to conduct criminal background checks and additional sexual predator and sexual offender checks during the life of this Authorization. The Vendor shall perform sexual predator and sexual offender checks on its employees, prior to the execution of this Authorization, and shall make such records available to the Event.
16. The Vendor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances in providing services to the Event under this Authorization. The Vendor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
17. The Vendor shall be responsible for ensuring compliance with the Americans with Disabilities Act ("ADA") for Authorization-related activities conducted in the Park. The Vendor shall provide reasonable accommodations for persons with disabilities, which includes reasonable accommodations and access to the Event, including program and/or activity that the Vendor offers to the public. The Vendor shall make available to employees and the public during the term of this Authorization the Vendor's accessibility and inclusion policy. The Vendor shall provide the name of its Accessibility and Inclusion Liaison to the Park Manager upon execution of this Authorization. The Division's Accessibility and Inclusion Coordinator may be reached at (850)245-3076.
18. Prior to commencement of business under this Authorization, the Vendor shall provide copies to Event of all local, state, and federal licenses and Authorizations required to operate with the Department.
19. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Authorization is a public record, except for such records that are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. Additionally, such records may be audited by the State of Florida Auditor General or other authorized government agency. This Authorization may be unilaterally canceled by the Department for refusal by the Vendor to allow public access to all documents, papers, letters, or other materials made or received by the Vendor in conjunction with this Authorization, unless the records are exempt under Chapter 119, Florida Statutes or other statutory provision, and Article I, section 24(a) of the Florida Constitution. Park visitors' and Vendor's employees' social security numbers, bank account numbers, and credit or debit card numbers are not public records and shall be protected and redacted from any records shown or given to the public

20. The Permittee shall comply with all rules and laws governing the operation of the Park, including Chapter 258, Part I, Florida Statutes (<http://www.leg.state.fl.us>), and Chapter 62D-2, Florida Administrative Code (<https://www.flrules.org/Default.asp>). The Permittee shall not alter or damage the Park's natural or cultural resources in any way by the support or operation of Permit activities. The Permittee shall be responsible for and shall fully repair all damage to Park facilities and resources which may result from any support or operation of activities under this Permit.
21. All notices as provided herein, including notices of termination, shall be deemed sufficient if they are sent by mail, hand-delivery, or other professional delivery service to the following addresses:

| Vendor Registered Agent | Department                                      |
|-------------------------|---|
| Name _____              | Name <u>Florida Folk Festival</u>               |
| Address _____           | Address <u>P.O. Drawer G</u>                    |
| City, State, Zip _____  | City, State, Zip <u>White Springs, FL 32096</u> |
| Telephone _____         | Telephone <u>(386) 397-2733</u>                 |
| Facsimile _____         | Facsimile <u>(386) 397-4262</u>                 |
| Email _____             | Email <u>Elaine.McGrath@dep.state.fl.us</u>     |

The parties agree to provide notice to the other within thirty (30) days of any change to the above-stated contact, and the Vendor shall also inform the Department within thirty (30) days of any change to its name, business organization, ownership, address, Registered Agent, or other contact information

22. This Authorization has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Authorization shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Authorization shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Authorization. Any legal action hereon or in connection herewith shall be brought in Leon County, Florida.
23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature (Section 287.0582 F.S.). If funds are not appropriated or available for the Department to operate the Park or maintain the facilities and space allotted for the Vendor, the Department may terminate this Agreement upon written notice to the Vendor.
24. This Authorization represents the entire agreement of the parties and supersedes all previous agreements. Any alterations, variations, changes, modifications, or waivers of provisions of this Authorization shall be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Authorization.

25. The Vendor agrees and accepts the terms and conditions of this Authorization by the Vendor's signature below.

Insert Name of Person Authorized to  
Sign the Permit on behalf of the Vendor

Department of Environmental Protection/  
Division of Recreation and Parks

By: \_\_\_\_\_  
Authorized Person's Signature

By: \_\_\_\_\_  
Event Coordinator as the Designee

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

Printed Name: Elaine McGrath

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

Title: Event Coordinator

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

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

c: District Bureau Chief

Revised: 05/29/14