



COUNTY COMMISSIONERS

District 1 - Tommy Hamm
District 2 - Robert Carroll
District 3 - William T. Dozier, Chairman
District 4 - Guy M. Tunnell
District 5 - Philip Griff Griffiths, Vice
Chairman

January 3, 2017

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. ADDITION OF EMERGENCY ITEMS/DELETIONS
- F. PRESENTATIONS
- G. PUBLIC PARTICIPATION
- H. CONSENT AGENDA

Budget Office

1. **Budget Amendment FY 2016**

Recommendation: Requesting that the Board adopt a resolution amending the Fiscal Year 2015-2016 Budget.

Clerks Report

2. **Revenues and Expenditures**

Recommendation: Board to acknowledge receipt of reports

Community Development

3. **FWC Derelict Vessel Removal Grant**

Recommendation: Board: 1) Approve the Bulk Derelict Vessel Removal Grant Agreement with the Florida Fish and Wildlife Conservation Commission for the removal of three derelict vessels in Bay County public waters; and, 2) Authorize the Chairman to sign the agreement.

County Attorney

4. **Contract with Century Ambulance**

Recommendation: Board to approve the attached contract with Century Ambulance Service governing the terms and conditions of its COPCN and authorize the Chairman to sign the contract.

5. **Contract with Med-Trans Corporation**

Recommendation: Board to approve the attached contract with Med-Trans Corporation governing the terms and conditions of its COPCN and authorize the Chairman to sign the contract.

6. **Ratification of Lease with Rep. Neal Dunn for District Office**

Recommendation: Ratify request by Representative Neal Dunn for Congressional District Office Lease of 1097 sq. ft. in County Administrative Building.

Public Works

7. **SR 30 Roadside Beautification Project Bid Rejection**

Recommendation: Board: 1) Reject bids received in response to Invitation to Bid (ITB) 17-01 SR 30 Roadside Beautification Project; and, 2) Authorize staff to re-write the project scope and re-advertise the project. **(DISTRICT V)**

8. **Port Place Plat Approval**

Recommendation: Board; 1) Approve the final plat of the Port Place Subdivision; and, 2) Authorize staff to record the development maintenance bond with the Clerk of Court. **(District IV)**

I. **REGULAR AGENDA**

J. **PUBLIC HEARING**

K. **PUBLIC PARTICIPATION**

L. **COUNTY ATTORNEY'S REPORT**

M. **COUNTY MANAGER'S REPORT**

N. **CHAIRMAN'S AND COMMISSIONERS COMMENTS**

O. **ADJOURN**

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

840 West 11th Street

Panama City, Florida 32401

Telephone: (850) 248-8140 Fax: (850) 248-8153

E-Mail Address: bocc@baycountyfl.gov

Commission Meeting Schedules and Agenda Items Available on our Home Page:
www.baycountyfl.gov

Contact County Commissioners:

Commissioner Tommy Hamm, District 1
E-Mail Address: thamm@baycountyfl.gov

Commissioner Robert Carroll, District 2
E-Mail Address: rcarroll@baycountyfl.gov

Commissioner William T. Dozier, District 3
E-Mail Address: wdozier@baycountyfl.gov

Commissioner Guy M. Tunnell, District 4
E-Mail Address: gtunnell@baycountyfl.gov

Commissioner Philip Griff Griffiths, District 5
E-Mail Address: pgriffitts@baycountyfl.gov

"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."



Bay County Board of County Commissioners Agenda Item Summary

Budget Amendment FY 2016

DEPARTMENT MAKING REQUEST/NAME:

Budget Office, Johnathan A. Stuke, Budget Officer

MEETING DATE: 1/3/2017**REQUESTED MOTION/ACTION:**

Requesting that the Board adopt a resolution amending the Fiscal Year 2015-2016 Budget.

AGENDA

Budget Office - Consent

BUDGETED ITEM? No

BUDGET ACTION:

BUDGET AMENDMENT REQUIRED

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Fund 101, Transportation Fund, FY 2016 budget, will need to be amended to recognize revenue funds from an insurance company for payment for damage to county property and place into the department for the cost of repairs to the damaged property.

Fund 140, Mosquito Control, FY 2016 budget, will need to be amended to recognize revenue funds from Florida Dept of Health for extra spraying for the potential of the Zika virus and place into the department for related expenditures.

Summary:

The budget amendment resolution (**EXHIBIT 1**) is attached that includes the budget amendment detail and the budget amendment schedule (**EXHIBIT A**).

ATTACHMENTS:**Description**

Budget Amendment Resolution Jan 3, 2017 Exhibit 1

Budget Amendment FY16 Exhibit A Jan 3, 2017

Type

Exhibit

Exhibit

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AMENDING THE ADOPTED FINAL BUDGET OF FISCAL YEAR 2015-2016 PURSUANT TO RESOLUTION NO. 3329; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Fund 101, Transportation Fund, FY 2016 budget, will need to be amended to recognize revenue funds from an insurance company for payment for damage to county property and place into the department for the cost of repairs to the damaged property.

WHEREAS, Fund 140, Mosquito Control, FY 2016 budget, will need to be amended to recognize revenue funds from Florida Dept of Health for extra spraying for the potential of the Zika virus and place into the department for related expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2015-2016 budget as shown in EXHIBIT "A".

Section 1. The budget amendments are set forth in EXHIBIT "A", attached hereto and made a part thereof.

Section 2. This resolution shall become effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida this the 3rd day of January 2017.

**BOARD OF COUNTY COMMISSIONERS OF
BAY COUNTY, FLORIDA**

William T. Dozier, Chairman

ATTEST:

APPROVED AS TO FORM:

Bill Kinsaul, Clerk

Office of the County Attorney

ACCOUNT NO.		ACCOUNT NAME	FY 2016 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
<u>101 Transportation</u>						
<u>Revenues</u>						
<u>Transportation</u>						
101	3699012	INSURANCE PROCEEDS	14,811	4,622	19,433	Recognize payments from insurance companies for damage to county property and place into departments for related expenditures
<u>Expenditures</u>						
<u>Traffic Engineering</u>						
0230	5304620	REPAIR/MAINT-CNTRL DEVICE	40,546	4,622	45,168	Place insurance payment for damage to county property into department for related expenditures
<u>140 Mosquito Control</u>						
<u>Revenues</u>						
<u>Mosquito Cntl</u>						
140	3660007	CONTRIB-OTHER GOVT UNITS	0	10,000	10,000	Recognize funds from FI Dept of Health for zika virus spraying
<u>Expenditures</u>						
<u>Mosquito Cntl</u>						
0315	5101400	SALARIES-WAGES O/T	5,000	1,093	6,093	Place funds from FI Dept of Health for zika virus spraying into department for related expenditures
0315	5101405	SALARIES-DISASTER O/T	0	3,419	3,419	Place funds from FI Dept of Health for zika virus spraying into department for related expenditures
0315	5305203	INSECTISIDES & PESTICIDES	222,500	3,391	225,891	Place funds from FI Dept of Health for zika virus spraying into department for related expenditures
0315	5606402	EQUIP LESS THAN \$1000	2,000	2,097	4,097	Place funds from FI Dept of Health for zika virus spraying into department for related expenditures



Bay County Board of County Commissioners Agenda Item Summary

Revenues and Expenditures

DEPARTMENT MAKING REQUEST/NAME:

Bay County Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller

MEETING

DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Board to acknowledge receipt of reports

AGENDA

Clerks Report - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Board to acknowledge receipt of the following reports.

- 2016/2017 Revenues and Expenditures

ATTACHMENTS:

Description

Revenues and Expenditures

Type

Exhibit

DEC 19 2016

December 16, 2016

Board of County Commissioners
Bay County, Florida

Commissioners:

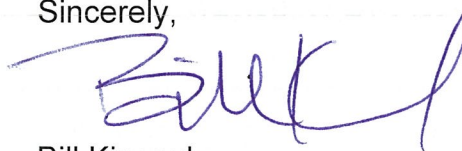
Attached you will find a summary of 2016/2017 Revenues and Expenditures through December 15, 2016. The attached Revenue and Expenditure format categorizes by fund, Department and Major Financial Statement Category. The information is summarized at the end of each fund and gives the net change to the fund's balance resulting from the current year's activity.

Please be advised that this report has inherent limitations such as:

- 1). Actual YTD revenues and expenditures are unaudited figures. Timing differences, such as unrecorded liabilities and revenues, may exist which could cause these numbers to be misleading.
- 2). Cash Carry forwards, budgeted non-revenue items, have not been posted. These items represent monies earned in prior fiscal years' that may be utilized to assist its fund with current deficient cash flows.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please let me know.

Sincerely,



Bill Kinsaul
Clerk of Court & Comptroller

Bay County Board of County Commissioners
Revenue & Expenditure Summary FY 2017
As of December 15, 2016

Fund #	Fund	REVENUES		%	NON-REVENUES		%	EXPENDITURES		%	INCR (DECR)
		Budget	Actual	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Fund Balance
001	General Fund	97,636,313	43,916,923	45%	14,030,273		0%	111,666,586	30,913,561	28%	13,003,361
101	Transportation	13,716,626	1,229,553	9%	13,894,496		0%	27,611,122	7,753,236	28%	(6,523,683)
111	Road Impact-Beach/Airport	-	15	0%	190,521		0%	190,521	-	0%	15
112	Road Impact-East Bay County	-	25	0%	310,608		0%	310,608	-	0%	25
113	Road Impact-Panama City	-	2	0%	26,592		0%	26,592	-	0%	2
114	Road Impact-Southport/Sandhills	-	17	0%	215,234		0%	215,234	-	0%	17
118	Transit	4,970,434	222,934	4%	-		0%	4,970,434	425,146	9%	(202,213)
120	Library	1,034,688	163,226	16%	2,058,377		0%	3,093,065	498,202	16%	(334,976)
125	Tourist Development	10,050,000	846,632	8%	530,526		0%	10,580,526	2,041,101	19%	(1,194,469)
126	Mexico Beach - TDC	549,350	49,062	9%	26,523		0%	575,873	127,522	22%	(78,460)
127	Beach Nourishment - TDC	3,447,395	287,085	8%	29,352,351		0%	32,799,746	91,252	0%	195,833
128	TDC - 5th Cent	3,350,000	282,195	8%	-		0%	3,350,000	8,533	0%	273,662
129	Panama City - TDT	1,500,000	116,470	8%	-		0%	1,500,000	256,294	17%	(139,824)
130	Public Safety E911	815,215	1,389	0%	1,000,000		0%	1,815,215	83,687	5%	(82,298)
133	Intergov't Radio Communication	465,790	70,440	15%	484,299	-	0%	950,089	94,142	10%	(23,702)
140	District Mosquito Control	1,217,792	743,110	61%	120,450		0%	1,338,242	275,269	21%	467,841
145	MSTU-Fire Protection	7,684,788	4,715,624	61%	1,000,000		0%	8,684,788	1,724,853	20%	2,990,772
167	MSBU Fund	44,840	1,069	2%	25,000	-	0%	69,840	10,140	15%	(9,071)
401	Water Sys Revenue Fund	16,780,409	2,891,397	17%	14,152,655		0%	30,933,064	2,047,564	7%	843,832
420	Retail Water & Wastewater	10,282,035	2,016,939	20%	2,195,000	-	0%	12,477,035	1,004,239	8%	1,012,700
430	Solid Waste Fund	12,120,317	1,146,515	9%	2,200,000		0%	14,320,317	2,097,516	15%	(951,001)
440	Builders' Services	981,400	187,900	19%	3,800,000		0%	4,781,400	275,131	6%	(87,231)
450	Emerg Medical Svcs	6,828,477	1,733,196	25%	814,462		0%	7,642,939	1,274,180	17%	459,016
501	Internal Service Fund	4,404,028	205,796	5%	170,787		0%	4,574,815	744,174	16%	(538,379)
505	Workers' Compensation	1,204,381	518	0%	-		0%	1,204,381	98,760	8%	(98,242)
506	Insurance Fund	3,140,381	29,635	1%	-		0%	3,140,381	421,245	13%	(391,610)
510	Utilities	1,518,531	98,035	6%	-		0%	1,518,531	217,761	14%	(119,727)
Revenue Sub Total		203,743,190	60,955,700	30%	86,598,154	-	0%				
Combined Revenue & Expenditures		290,341,344	60,955,700	21%				290,341,344	52,483,507	18%	8,472,193

Notes:

Fund 450 does not include allowance for doubtful accounts.



Bay County Board of County Commissioners Agenda Item Summary

FWC Derelict Vessel Removal Grant

DEPARTMENT MAKING REQUEST/NAME:

Community Development - Martin Jacobson, Director

MEETING DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Board: 1) Approve the Bulk Derelict Vessel Removal Grant Agreement with the Florida Fish and Wildlife Conservation Commission for the removal of three derelict vessels in Bay County public waters; and, 2) Authorize the Chairman to sign the agreement.

AGENDA

Community Development -
Consent

BUDGETED ITEM? No**BUDGET ACTION:**

Budget amendment needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

Funds for the County's match (up to \$5,000) can be moved from reserve contingencies.

BACKGROUND:

The Florida Fish and Wildlife Conservation Commission (FWC) has appropriated funding for the removal of three derelict vessels from the public waters of Bay County. The agreement provides FWC reimbursement up to \$15,000 or 75% of the total cost for the removal and disposal with the County providing a 25% match (**Exhibit 1**). The term of this agreement is from the date of final execution of the agreement until May 31, 2017.

ATTACHMENTS:**Description**

FWC Derelict Vessel Removal Grant Exhibit 1

Type

Exhibit



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners
Brian Yablonski
Chairman
Tallahassee

Aliese P. "Liesa" Priddy
Vice Chairman
Immokalee

Ronald M. Bergeron
Fort Lauderdale

Richard Hanas
Oviedo

Bo Rivard
Panama City

Charles W. Roberts III
Tallahassee

Robert A. Spottswood
Key West

Executive Staff

Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law
Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463 FAX

*Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

December 5, 2016

Mr. Allen Golden
Project Engineer
Bay County Board of County Commissioners
840 West 11th Street, Room 2350
Panama City, Florida 32401



Dear Mr. Golden

It is my pleasure to send to you the agreement for funding assistance in removing derelict vessels from your jurisdiction's waters. Enclosed you will find two (2) originals of the agreement for signature. Please have both agreements signed and return both to me at your earliest convenience. Once we receive the signed originals back from you, they will be executed by our Division Director and you will be sent back one of the originals for your records. I will also send an email letting you know that your work can begin. Also be advised that we have a 2nd round opportunity for funding that is currently accepting applications through January 11th. If you have additional derelict vessels that need to be removed, please take advantage of this additional opportunity. This opportunity will also be a 75%/25% opportunity with your agency providing the 25% match.

If you have any questions or need assistance in any way, Please call me at my phone number below.

Sincerely,

Phil Horning
Derelict Vessel Program Administrator
Florida Fish and Wildlife Conservation Commission
850-617-9540

Phil.Horning@MyFWC.com or MyFWC.com/DVgrant

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 16170

RECEIVED

DEC - 9 2016

CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
CSFA Title(s): Derelict Vessel Removal Grant	CSFA No(s): 77005
State Award No(s): FWC-16170	State Award Year(s): 2016-2017
State Award Name(s): Bay County's Derelict Vessel Removal Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Bay County, Florida, FEID # 59-6000512, whose address is 840 W. 11th Street Room 2350, Panama City, Florida 32401, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to remove derelict vessels from the public waters of the state; and,

WHEREAS, Grantee has been awarded Bulk Derelict Vessel Removal Grant FWC-16170; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 05/31/2017. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 09/12/2016. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$15,000.00.

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11) below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. CERTIFICATIONS AND ASSURANCES.

Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes both State and Federal requirements, each applicable to the extent this Agreement includes either State-only funding, Federal-only funding, or both.

6. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to other parties of this agreement, recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

- A.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment C, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. TERMINATION.

- A. Commission Unilateral Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- B. Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.
- E. Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

- A. Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager
Phil Horning
Derelict Vessel Removal Grants Administrator
Fish and Wildlife Conservation Commission
620 S. Meridian Street Room 235I
Tallahassee, Florida 32399
(850) 617-9540 Direct
(850) 488-9284 Fax
Phil.Horning@MyFWC.com

FOR THE GRANTEE:

Grant Manager
Mr. Allen Golden
Bay County BOCC
840 W. 11th Street Room 2350
Panama City, Florida 32401
(850) 248-8250 Direct
(850) 248-8267 Fax
agolden@baycountyfl.gov
[Click here to enter Email](#)

12. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee. The Grantee shall indemnify and hold harmless the Commission, the Federal awarding agency, and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Grantee.

- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as need for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the

Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title - Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use - Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

14. RELATIONSHIP OF THE PARTIES.

- A. Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

- A. Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Grantee, at its expense, will defend the Grantor against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A, Scope of Work.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

- i. **Scrutinized Companies.** If this Agreement is in the amount of **\$1 million dollars or more**, in executing this Agreement, the Grantee shall have an ongoing obligation to disclose to the Commission if it, its subrecipient, contractor, or subcontractor, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Section 287.135, F.S.
- ii. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- iii. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of **\$2,000,000.00** or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.
- iv. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

- D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or

affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Agreement Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that:
 - a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,
 - b.) Grantee and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.
- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

17. INSURANCE.

- A. Reasonably Associated Insurance.** During the term of the Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.
- B. Workers Compensation.** To the extent required by Chapter 440, F.S., the Grantee will either be self-insured for Worker’s Compensation claims, or will secure and maintain during the life of this Agreement, Workers’ Compensation Insurance for all of its employees connected with the work of this project, with minimum employers’ liability limits of **\$100,000.00** per accident, **\$100,000.00** per person, and **\$500,000.00** policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers’ Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers’ Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Grantee, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.
- C. General Liability Insurance.** By execution of this Agreement, unless the Grantee is a state agency or subdivision as defined by Section 768.28(2), F.S., or unless otherwise provided for in the Scope of Work, the Grantee shall provide reasonable and adequate commercial general liability insurance coverage and

hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

- D. Insurance Required for Performance.** During the Agreement term, the Grantee shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A, Scope of Work.
- E. Written Verification of Insurance.** Upon execution of this Agreement, the Grantee shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Commission's Grant Manager proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.
- F. Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B.** If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
- ii. Keep and maintain public records required by the Commission to perform the service.

- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.
- vi. Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission's contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission's request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.
- vii. Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission's contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A, Scope of Work. The Grantee shall not divulge to third Parties any confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Grantee

shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

21. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

22. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

23. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

24. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

25. FEDERAL FUNDS. No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

- A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than

the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

- D. Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Contractor shall agree and certify 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; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
 - i. Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor

shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

- ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

- J. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

26. AGREEMENT-RELATED PROCUREMENT.

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

27. PROFESSIONAL SERVICES.

- A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. INDEMNIFICATION.

If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

29. NON-DISCRIMINATION.

- A. **Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. **Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with

any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

30. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement 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 Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

31. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

32. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

33. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

- C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

35. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

36. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for the Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

37. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

BAY COUNTY, FLORIDA

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

SIGNATURE

Name: _____

Title: _____

Date: _____

SIGNATURE

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:



SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Copy of Sample Invoice Form
Attachment	E	Derelict Vessel Removal Best Management Practices
Attachment	F	Monthly Progress Report
Attachment	G	Certificate of Completion
Attachment	H	Cost Reimbursement Contract Payment Requirements

Attachment A – SCOPE OF WORK

Project Name:	Bay County Derelict Vessel Removal	FWC Contract No.	FWC- 16170
----------------------	------------------------------------	-------------------------	------------

1. Introduction

- A. Purpose:** The purpose of this project is to remove three derelict vessels from the public waters of the state within the jurisdiction of Bay County, Florida.
- B. Project Benefits:** The removal of these derelict vessels will improve boating safety by removing a hazard to navigation. This project will also help to restore sensitive marine resources and improve water quality.

2. PROJECT DESCRIPTION

A. Deliverable (s):

1. The Grantee shall remove and dispose of the 3 derelict vessels identified in the Tasks below.
 2. The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.
- B. Tasks:** the Grantee shall provide all labor, equipment, and materials to remove each derelict vessel listed below from the public waters of Bay County and properly dispose of the vessels in the designated disposal location:

1. FWNW-12-OFF-005869
Description: Yellow/White 15' Runabout, FL858ET
Location: 30° 01.992 (N) / 085° 28.814 (W)
Disposal: Landfill
2. FWNW-13-OFF-012531
Description: Light Blue 28' Sailboat, Unknown Owner
Location: 30° 09.365 (N) 085° 38.628 (W)
Disposal: Landfill
3. FWNW-16-OFF-000173
Description: White/Blue 35' Sailboat, DO#696040
Location: 30° 07.069 (N) 085° 31.687
Disposal: Landfill

FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done

Attachment A – SCOPE OF WORK

Project Name:	Bay County Derelict Vessel Removal	FWC Contract No.	FWC- 16170
----------------------	------------------------------------	-------------------------	------------

by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to the Commission on or before May 31, 2017, before close of business may jeopardize payment of funds to the Grantee per the agreement.

3. PERFORMANCE

- A. Acceptance of Agreement:** The Grantee will accept the agreement and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.
- B. Commencement of Work:** The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.
- C. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will not pay to the Grantee any more than 75 percent of the quoted price for each task or 75 percent of the actual cost if less than the quoted price. The Grantee will insure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Exhibit E, will provide guidance as to whether or not the selected contractor is qualified to do the work.
- D. Closeout:** Final receipts with required evidence of completion will be received by the Commissions Contract Manager no later than May 31, 2017.

4. COMPENSATION AND PAYMENT

- A. Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$15,000.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.
- B. Cost Share:** The Grantee agrees to provide 25% of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total

Attachment A – SCOPE OF WORK

Project Name:	Bay County Derelict Vessel Removal	FWC Contract No.	FWC- 16170
----------------------	------------------------------------	-------------------------	------------

compensation by the Commission shall be \$15,000.00 or 75% of the total cost for the project whichever is less.

- C. Salvage Value:** The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.
- D. Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements, attached hereto and made a part hereof as Attachment H.

The request for reimbursement shall include an invoice in a format similar to Attachment D, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment G: Certificate of Completion, photographs to document project completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

5. MONITORING

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in

Attachment A – SCOPE OF WORK

Project Name:	Bay County Derelict Vessel Removal	FWC Contract No.	FWC- 16170
----------------------	------------------------------------	-------------------------	------------

compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.

C. Project Progress Reports: The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as Attachment F. Reports are due to the Commission's Contract Manager by the 15th of the month immediately following the reporting period until the Certificate of Completion is submitted.

D. Best Management Practices: The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment E). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

E. Certificate of Completion: Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment G, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 13 of the Agreement.

7. SUBCONTRACTS

No additional requirements. Refer to Section 15 of the Agreement.

8. INSURANCE

No additional requirements. Refer to Section 17 of the Agreement.

9. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

10. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 22 of the Agreement.

11. NON-EXPENDABLE PROPERTY

No additional requirements. Refer to Section 13 of the Agreement.

12. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

No additional requirements. Refer to Section 13 of the Agreement.

Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

Part I: State Certifications and Assurances.
If this Agreement is supported by State funding,
then the following Certifications and Assurances apply.

- A. Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.
- B. Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.
- C. Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.
- D. Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of **\$1 million or more**, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:
 - a. On the Scrutinized Companies with Activities in Sudan List;
 - b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
 - c. Engaged with business operations in Cuba or Syria.
- E. Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.
- F. Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Part II: Federal Certifications and Assurances.
If this Agreement is supported by Federal funding,
then the following Certifications and Assurances apply.

- A. Equal Employment Opportunity.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. Davis-Bacon Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.
- C. Copeland "Anti-Kickback Act."** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Contract Work Hours and Safety Standards Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).
- E. Rights to Inventions Made Under a Contract or Agreement.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.
- F. Clean Air Act and Water Pollution Control Act.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.
- G. Energy Efficiency.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.
- H. Drug-Free Workplace.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.
- a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - i. The dangers of drug abuse in the workplace.
 - ii. The policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.
4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

b. If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

I. Trafficking Victims Protection Act of 2000. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.

J. Debarment and Suspension. In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

K. Prohibition against Lobbying. If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

a. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

b. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

L. Lacey Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacey Act, 16 U.S.C. 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

(Signature and Title of Authorized Representative)

Grantee

Date

(Street)

(City, State, ZIP Code)

Attachment C AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Grantee expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- G. If the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **\$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/>.
- E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**
 2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**
 3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment C -

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

**FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:**

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES
 AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements

**STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77005	FWC Derelict Vessel Removal Grant Program	\$15,000.00
	Total State Awards	\$15,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77005	Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (June 2016)

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

INVOICE

Billed to:

Fish and Wildlife Conservation Commission
FWC Derelict Vessel Removal Grant Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: Bay County BOCC _____
FEID #: 59-6000512 _____
Address: 840 W. 11th Street Room 2350 _____
Panama City, Florida 32401 _____

Invoice No. _____

Invoice Date: _____
FWC Contract #: FWC-16170
Amount of Grant Award: \$15,000.00

Billing Period/Dates of Service:

From: _____

To: _____

PROJECT COSTS:

In-kind Services – Non-cash expenses:	Amount
In-kind service: Administration	\$
In-kind service: Project Management	\$
In-kind service: Other	\$
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total Project Cost: \$

Grantee Share (____%): – \$

Amount for Reimbursement: \$

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____
Project Manager

Date: _____



Best Management Practices for DV removal

Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:

1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contract for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be

installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will measure turbidity levels and allow them to return to a level that is not in excess of 20 NTU's over initial turbidity readings prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating Or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken In Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.

**FWC DERELICT VESSEL REMOVAL GRANT PROGRAM
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # 16170 Reporting Period (Month/Year): _____

(Due 15 days after the end of each month)

Grantee: _____

Project Title: Bay County's Derelict Vessel Removal Project

1. Describe progress of project, including percent completed for each task in the Scope of Work:

2. Is project currently on schedule for completion by May 31, 2017? YES ☐ NO ☐

Anticipated Completion Date: _____

(If project is not on schedule, please explain any problems encountered and/or possible delays)

3. Reporting requirements: (Check all that have been submitted to date)

☐ Progress photographs

Project Manager

Date

Print Name

Phone



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Derelict Vessel Removal Grant Program

CERTIFICATION OF COMPLETION STATEMENT

I, Allen Golden,

Representing the County of Bay, Florida, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No. FWC-16170 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____

Date: _____

Name: _____

Title: _____

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 Reference Guide for State Expenditures published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.



Bay County Board of County Commissioners Agenda Item Summary

Contract with Century Ambulance

DEPARTMENT MAKING REQUEST/NAME:

Office of the County Attorney Jennifer Shuler

MEETING DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Board to approve the attached contract with Century Ambulance Service governing the terms and conditions of its COPCN and authorize the Chairman to sign the contract.

AGENDA

County Attorney - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

N/A

FINANCIAL IMPACT SUMMARY STATEMENT:

No financial impact to the County.

BACKGROUND:

On December 20, 2016, the BOCC issued a COPCN to Century Ambulance Service to provide Basic Life Support transport and Advanced Life Support non 911 transport in Bay County. Bay County Code Section 15-201(11) requires the County to enter into a contract with an ambulance provider to govern the terms and conditions of its COPCN.

Staff recommends that the Board approve the attached contract with Century Ambulance Service governing the terms and conditions of its COPCN. **Exhibit 1.**

ATTACHMENTS:

Description

Exhibit 1

Type

Exhibit

MEMORANDUM OF UNDERSTANDING AND
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SECTION 1. PURPOSE

The purpose of this Memorandum of Understanding (“Memorandum”) between Bay County, Florida (“County”) and Century Ambulance Service, Inc. (“Century”) is to establish the terms, conditions and protocols under which the services authorized by the attached Certificate of Public Convenience and Necessity (“COPCN”) will be rendered.

SECTION 2. COPCN

Pursuant to Chapter 401, Florida Statutes (“Chapter 401”) and Bay County Code Chapter 15 Article VII, Certificate of Public Convenience and Necessity, the County hereby issues the attached COPCN to Century for advanced life support transfer service and basic life support transport service in and from Bay County, Florida upon the terms and conditions of this Memorandum.

SECTION 3. SERVICES PROVIDED.

Century shall, throughout the term of the COPCN, base and conduct interfacility transfers in and from Bay County for advanced life support transfer service and basic life support transport service. The COPCN does not authorize Century to provide advanced life support rescue 911 services.

SECTION 4. TERM OF COPCN.

The COPCN shall be for a period of (2) Two Years commencing upon the effective date of this Memorandum unless earlier suspended, revoked or terminated.

SECTION 5. COMPLIANCE WITH LAWS, RULES AND CODE.

That Century shall at all times comply with all requirements of Chapter 401, applicable state agency administrative rules, and Bay County Code.

SECTION 6. MUTUAL AID.

Century may provide advanced life support rescue, 911 services, advanced life support air rescue, and other emergency services within Bay County only upon the prior written approval of the holder of a COPCN for such services. The nature and extent of such services shall be governed by the written agreement between the requesting certificate holder and Century. Copies of all such agreements shall be provided to the County. Compliance with such agreements shall be an additional condition of this Memorandum and COPCN.

SECTION 7. CERTIFICATES, LICENSES AND PERMITS

Century shall maintain all appropriate certificates, licenses and permits of the State of Florida as a condition of COPCN. Copies of such certificates, licenses and permits shall be provided to the County.

SECTION 8. CONTROL OF PERSONNEL, EQUIPMENT, AND VEHICLES.

The personnel, equipment and resources of Century shall at all times remain under the operational control of Century for the area authorized by COPCN and direct supervision and control of said personnel, equipment and resources shall at all times remain with designated personnel of Century.

SECTION 9. EQUIPMENT AND VEHICLES.

Century shall at all time comply with the provisions of Chapter 401 and the rules adopted by the State of Florida governing equipment and vehicles used in the rendition of the services authorized by the COPCN.

Century shall maintain, and provide to the County annually, the complete listing of all ambulances used in the performance of services authorized by the COPCN, including their license and vehicle identification numbers, and mileage.

The County Manager or his designee may conduct inspections of equipment and vehicles to ensure compliance with the requirements of the attached Certificate.

SECTION 10. REPORTING.

Century shall provide any data and reports requested by the County Manager, including but not limited to, call statistics and origin and destination data, personnel, equipment, and vehicles used or assigned by Century to service the area governed by the COPCN. In addition Century shall complete, maintain and as requested by County provide copies of records, including each request for service, equipment failure reports, vehicle maintenance records, patient account records consistent with HIPPA, deployment planning reports, and continuing education and certification records documenting training compliance.

SECTION 11. RECORDS/AUDITS

The County is a public agency subject to Chapter 119, Florida Statutes. Century shall comply with Florida's Public Records Law. Specifically, Century shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Require that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Century does not transfer the records to the County. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of Century, or keep and maintain public records required by the County to perform

- the service. If Century transfers all public records to the County upon completion of the contract, Century shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Century keeps and maintains public records upon completion of the contract, Century shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of Century, or keep and maintain public records required by the County to perform the service. If Century transfers all public records to the County upon completion of the contract, Century shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Century keeps and maintains public records upon completion of the contract, Century shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

SECTION 12. PUBLIC RECORDS CUSTODIAN

If Century has questions regarding the application of Chapter 119, Florida Statutes, to Century's duty to provide public records relating to this contract, contact the Bay County Board of County Commissioners Custodian of Public Records at (850) 248-8270, purchasing@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

SECTION 13. INSURANCE.

Century shall acquire and continue to provide all insurance required by state law and Chapter 401. Century shall be responsible for determining that all required insurance is current and adequate prior to providing service under the COPCN. Century shall be responsible for payment of any amount paid or due as benefits to its own employees, including workers compensation due to personal injury or death occurring while such employees are engaged in rendering any services under the COPCN. Century shall provide copies of all insurance policies upon request.

SECTION 14. TECHNOLOGY.

Should the County elect to require the use of mobile data system, automatic vehicle locator, other data systems, or deployment planning software, for transport services, Century agrees to provide such equipment, including hardware and software, for all ambulances.

SECTION 15. DISASTER ASSISTANCE AND RESPONSE

Century shall be actively involved in planning for and responding to any declared disaster in the County. Disaster coordination is facilitated through County Emergency Management Director and is governed by state and local Emergency Response Plans. Century's involvement shall include participation in training, drills and exercises and Century shall respond to the directives of the Emergency Management Director during any state or local declared emergencies.

SECTION 16. INDEMNIFICATION.

Century shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing any services rendered or performed pursuant to the COPCN.

Century shall indemnify, save and hold County, its officers and employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations arising from or related to acts and omissions of Century, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on the County by reasons of Century's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of this Memorandum and is unlimited.

SECTION 17. DUTY TO DEFEND.

Century agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, to include all attorneys' fees, costs, and expenses of any kind, for any and all: 1) claims described in Indemnification paragraph, or 2) claims arising out of Century's performance of services under the COPCN.

The County shall choose its legal defense team, experts, and consultants and invoice Century accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment by Century on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

County reserves the exclusive right to reject any compromise or settlement and prosecute the claim, compromise or settlement by itself. Century shall inform County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of County and its legal counsel.

SECTION 18. CHARGES FOR SERVICES.

That Century agrees to invoice patients serviced in and from Bay County or any third party payer at its usual and customary rates charged in other Florida counties served by Century.

SECTION 19. RENEWAL OF COPCN.

In order to renew the COPCN, Century must file an application for renewal of the COPCN within sixty (60) days of the expiration of COPCN to be qualified for consideration of renewal. The application shall be processed and governed by the requirements of Bay County Code Chapter 15 Article VII, including its amendments. If approved, the County may issue an additional or amended COPNC.

SECTION 20. CONTACT PERSONS.

COUNTY

Bob Majka, County Manager
840 W. 11th Street
Panama City, FL 32401

CENTURY

John Glover, CEO
2110 Herschel St.
Jacksonville, FL 32204

SECTION 21. EFFECTIVE DATE

This Memorandum and the COPCN shall become effective on the date it is executed by both parties and filed with the Bay County Clerk of Court ("Effective Date").

SECTION 22. TRANSFERABILITY OR ASSIGNMENT.

Neither the COPCN nor this Memorandum may be assigned or transferred, except upon approval of the Board.

SECTION 23. REVOCATION, ALTERATION OR SUSPENSION OF COPCN.

Bay County Code Sec. 15-206 governs the revocation, alteration or suspension of the COPCN.

IN WITNESS WHEREOF, the Board and Med-Trans have accepted, made and executed this Agreement, upon the terms and conditions above stated on this ____ day of January, 2017 by the Bay County Board of County Commissioners in conjunction with issuance of the COPCN certificate numbered 2016-2-2/3-1.

IN WITNESS WHEREOF, the Board and Med-Trans have accepted, made and executed this Agreement, upon the terms and conditions above stated on this ____ day of January, 2017 by the Bay County Board of County Commissioners in conjunction with issuance of the COPCN certificate numbered 2016-3-2/4-1.

BAY COUNTY, FLORIDA

William T. Dozier, Chairman

ATTEST:

Bill Kinsaul, Clerk of Court

Approved as to correctness of form:

County Attorney

CENTURY AMBULANCE SERVICE, INC.

John Glover, CEO



Bay County Board of County Commissioners Agenda Item Summary

Contract with Med-Trans Corporation

DEPARTMENT MAKING REQUEST/NAME:

Office of the County Attorney Jennifer Shuler

MEETING DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Board to approve the attached contract with Med-Trans Corporation governing the terms and conditions of its COPCN and authorize the Chairman to sign the contract.

AGENDA

County Attorney - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

N/A

FINANCIAL IMPACT SUMMARY STATEMENT:

There is no financial impact to the County.

BACKGROUND:

On December 20, 2016, the BOCC issued a COPCN to Med-Trans Corporation d/b/a ShandsCair to provide Advanced Life Support 911 Air Ambulance Rescue in Bay County. Bay County Code Section 15-201(11) requires the County to enter into a contract with an ambulance provider to govern the terms and conditions of its COPCN.

Staff recommends that the Board approve the attached contract with Med-Trans Corporation governing the terms and conditions of its COPCN. **Exhibit 1.**

ATTACHMENTS:

Description

Exhibit 1

Type

Exhibit

MEMORANDUM OF UNDERSTANDING AND
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SECTION 1. PURPOSE

The purpose of this Memorandum of Understanding (“Memorandum”) between Bay County, Florida (“County”) and Med-Trans Corporation d/b/a ShandsCair (“Med-Trans”) is to establish the terms, conditions and protocols under which the services authorized by the attached Certificate of Public Convenience and Necessity (“COPCN”) will be rendered.

SECTION 2. COPCN

Pursuant to Chapter 401, Florida Statutes (“Chapter 401”) and Bay County Code Chapter 15 Article VII, Certificate of Public Convenience and Necessity, the County hereby issues the attached COPCN to Med-Trans for advanced life support 911 air rescue service in and from Bay County, Florida upon the terms and conditions of this Memorandum.

SECTION 3. TERM OF COPCN.

The COPCN shall be for a period of (2) Two Years commencing upon the effective date of this Memorandum unless earlier suspended, revoked or terminated.

SECTION 4. COMPLIANCE WITH LAWS, RULES AND CODE.

That Med-Trans shall at all times comply with all requirements of Chapter 401, applicable state agency administrative rules, and Bay County Code.

SECTION 5. MUTUAL AID.

Med-Trans may provide other non-air rescue advanced life support, basic life support services or other emergency services within Bay County only upon the prior written approval of the holder of a COPCN for such services. The nature and extent of such services shall be governed by the written agreement between the requesting certificate holder and Med-Trans. Copies of all such agreements shall be provided to the County. Compliance with such agreements shall be an additional condition of this Memorandum and COPCN.

SECTION 6. CERTIFICATES, LICENSES AND PERMITS

Med-Trans shall maintain all appropriate certificates, licenses and permits of the State of Florida as a condition of COPCN. Copies of such certificates, licenses and permits shall be provided to the County.

SECTION 7. CONTROL OF PERSONNEL, EQUIPMENT, AND VEHICLES.

The personnel, equipment and resources of Med-Trans shall at all times remain under the operational control of Med-Trans for the area authorized by COPCN and direct supervision and

control of said personnel, equipment and resources shall at all times remain with designated personnel of Med-Trans.

SECTION 8. EQUIPMENT, VEHICLES AND HELICOPTERS.

Med-Trans shall at all time comply with the provisions of Chapter 401 and the rules adopted by the State of Florida governing the equipment, vehicles and helicopters used in the rendition of the services authorized by the COPCN.

Med-Trans shall maintain, and provide to the County annually, the complete listing of all vehicles and helicopters used in the performance of services authorized by the COPCN, including their license and vehicle identification numbers.

The County Manager or his designee may conduct inspections of equipment, vehicles and helicopters to ensure compliance with the requirements of the attached Certificate.

SECTION 9. REPORTING.

Med-Trans shall provide any data and reports requested by the County Manager, including but not limited to, call statistics and origin and destination data, personnel, equipment, vehicles and/or helicopters used or assigned by Med-Trans to service the area governed by the COPCN. In addition Med-Trans shall complete, maintain and as requested by County provide copies of records, including each request for service, equipment failure reports, vehicle maintenance records, patient account records consistent with HIPPA, deployment planning reports, and continuing education and certification records documenting training compliance.

SECTION 10. RECORDS/AUDITS

The County is a public agency subject to Chapter 119, Florida Statutes. Med-Trans shall comply with Florida's Public Records Law. Specifically, Med-Trans shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Require that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Med-Trans does not transfer the records to the County. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of Med-Trans, or keep and maintain public records required by the County to perform the service. If Med-Trans transfers all public records to the

County upon completion of the contract, Med-Trans shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Med-Trans keeps and maintains public records upon completion of the contract, Med-Trans shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of Med-Trans, or keep and maintain public records required by the County to perform the service. If Med-Trans transfers all public records to the County upon completion of the contract, Med-Trans shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Med-Trans keeps and maintains public records upon completion of the contract, Med-Trans shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

SECTION 11. PUBLIC RECORDS CUSTODIAN

If Med-Trans has questions regarding the application of Chapter 119, Florida Statutes, to Med-Trans' duty to provide public records relating to this contract, contact the Bay County Board of County Commissioners Custodian of Public Records at (850) 248-8270, purchasing@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

SECTION 12. INSURANCE.

Med-Trans shall acquire and continue to provide all insurance required by state law and Chapter 401. Med-Trans shall be responsible for determining that all required insurance is current and adequate prior to providing service under the COPCN. Med-Trans shall be responsible for payment of any amount paid or due as benefits to its own employees, including workers compensation due to personal injury or death occurring while such employees are engaged in rendering any services under the COPCN. Med-Trans shall provide copies of all insurance policies upon request.

SECTION 13. TECHNOLOGY.

Should the County elect to require the use of mobile data system, automatic vehicle locator, other data systems, or deployment planning software, for transport services, Med-Trans agrees to provide such equipment, including hardware and software, for all ambulances and/or helicopters.

SECTION 14. DISASTER ASSISTANCE AND RESPONSE

Med-Trans shall be actively involved in planning for and responding to any declared disaster in the County. Disaster coordination is facilitated through County Emergency Management Director and is governed by state and local Emergency Response Plans. Med-Trans's involvement shall include participation in training, drills and exercises and Med-Trans shall respond to the directives of the Emergency Management Director during any state or local declared emergencies.

SECTION 15. INDEMNIFICATION.

Med-Trans shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing any services rendered or performed pursuant to the COPCN.

Med-Trans shall indemnify, save and hold County, its officers and employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations arising from or related to acts and omissions of Med-Trans, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on the County by reasons of Med-Trans's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of this Memorandum and is unlimited.

SECTION 16. DUTY TO DEFEND.

Med-Trans agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, to include all attorneys' fees, costs, and expenses of any kind, for any and all: 1) claims described in Indemnification paragraph, or 2) claims arising out of Med-Trans's performance of services under the COPCN.

The County shall choose its legal defense team, experts, and consultants and invoice Med-Trans accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment by Med-Trans on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

County reserves the exclusive right to reject any compromise or settlement and prosecute the claim, compromise or settlement by itself. Med-Trans shall inform County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of County and its legal counsel.

SECTION 17. CHARGES FOR SERVICES.

That Med-Trans agrees to invoice patients serviced in and from Bay County or any third party payer at its usual and customary rates charged in other Florida counties served by Med-Trans.

SECTION 18. RENEWAL OF COPCN.

In order to renew the COPCN, Med-Trans must file an application for renewal of the COPCN within sixty (60) days of the expiration of COPCN to be qualified for consideration of renewal. The application shall be processed and governed by the requirements of Bay County Code Chapter 15 Article VII, including its amendments. If approved, the County may issue an additional or amended COPNC.

SECTION 19. CONTACT PERSONS.

COUNTY	MED-TRANS
Bob Majka, County Manager 840 W. 11th Street Panama City, FL 32401	Staccie Allen, Director 209 State Hwy 121 Bypass Lewisville, TX 75067

SECTION 20. EFFECTIVE DATE

This Memorandum and the COPCN shall become effective on the date it is executed by both parties and filed with the Bay County Clerk of Court ("Effective Date).

SECTION 21. TRANSFERABILITY OR ASSIGNMENT.

Neither the COPCN or this Memorandum may be assigned or transferred, except upon approval of the Board.

SECTION 22. REVOCATION, ALTERATION OR SUSPENSION OF COPCN.

Bay County Code Sec. 15-206 governs the revocation, alteration or suspension of the COPCN.

IN WITNESS WHEREOF, the Board and Med-Trans have accepted, made and executed this Agreement, upon the terms and conditions above stated on this ____ day of January, 2017 by the Bay County Board of County Commissioners in conjunction with issuance of the COPCN certificate numbered 2016-3-2/4-1.

BAY COUNTY, FLORIDA

William T. Dozier, Chairman

ATTEST:

Bill Kinsaul, Clerk of Court

Approved as to correctness of form:

County Attorney

MED-TRANS CORPORATION

By:



Bay County Board of County Commissioners Agenda Item Summary

Ratification of Lease with Rep. Neal Dunn for District Office

DEPARTMENT MAKING REQUEST/NAME:

Office of County Attorney Don Banks, County Attorney

MEETING DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Ratify request by Representative Neal Dunn for Congressional District Office Lease of 1097 sq. ft. in County Administrative Building.

AGENDA

County Attorney - Consent

BUDGETED ITEM? Yes

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

Not a significant impact on the General Fund.

BACKGROUND:

Section 2-45(a)(11) of the Bay County Code provides that the County Manager may negotiate leases, contracts and other agreements, including consulting services, for the County, subject to approval of the Board.

Representative Dunn has requested to lease 1097 square feet of space from the County in the County Administrative Building, 840 W 11th Street, for his District Office. The lease would begin January 3, 2017 and run until the end of his term, January 2, 2019. The monthly rental value is \$681.53. If the Board approves the lease, it must then be reviewed and approved by the US Congressional Administrative Counsel. To accommodate Representative Dunn's request for a lease start date of January 3, 2017, the Board Chairman executed the District Office Lease on December 22, 2016.

Staff recommends ratification of the lease. **(Exhibit A)**

ATTACHMENTS:

Description

District Office Lease

Type

Exhibit

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are required for all flagship offices of Freshman Members of the 115th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☒ Lockable Space for Networking Equipment.
- ☒ Telephone Service Available.
- ☐ Parking. ☐ _____ Assigned Parking Spaces
 ☐ _____ Unassigned Parking Spaces
 ☒ General Off-Street Parking on an As-Available Basis
- ☒ Utilities. Includes: Electric and water
- ☒ Janitorial Services. Frequency: _____
- ☒ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☒ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____
 Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2017); and (2) date lease ends (must be on or before January 2, 2019).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 115th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,

County Board of County Commissioners 840 W. 11th St Panama City, FL 32401
(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and Neal Dunn (FL-02), a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

- 1. Location.** Lessor shall lease to Lessee 1097 square feet of office space located at 840 W. 11th Street Suite #2250
(Office street address)
in the city, state and ZIP code of Panama City, FL 32401.
(Office city, state and ZIP)
- 2. Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- 3. Term.** Lessee shall have and hold the leased premises for the period beginning Jan 3, 2017 and ending Jan 2, 2019. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2019, which is the end of the constitutional term of the Congress to which the Member is elected.
- 4. Rent.** The monthly rent shall be \$ 681.53, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- 5. Early Termination.** This Lease may be terminated by either party giving N/A days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- 6. Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- 7. District Office Lease Attachment for 115th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress.
- 8. Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 9. Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 115th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

William T. Dozier, Chairman
Print Name of Lessor/Landlord/Company

By: William T. Dozier
Lessor Signature

Name:
Title:

12/22/2016
Date

Msgr. P. Dunn FL-2
Print Name of Lessee

[Signature]
Lessee Signature

12/14/16
Date

District Office Lease Attachment
(Page 2 of 5 – 115th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

William T. Dozier Chairman
Print Name of Lessor/Landlord

Neal P. Dunn FL2
Print Name of Lessee

By: William T. Dozier
Lessor Signature
Name:
Title:

[Signature]
Lessee Signature

12/22/2016
Date

12/14/16
Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.



Bay County Board of County Commissioners Agenda Item Summary

SR 30 Roadside Beautification Project Bid Rejection

DEPARTMENT MAKING REQUEST/NAME:

Public Works Department Keith Bryant, P.E., PTOE, Public Works
Director

MEETING

DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Board: 1) Reject bids received in response to Invitation to Bid (ITB) 17-01 SR 30 Roadside Beautification Project; and, 2) Authorize staff to re-write the project scope and re-advertise the project. **(DISTRICT V)**

AGENDA

Public Works - Consent

BUDGETED ITEM? Yes**BUDGET ACTION:**

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

This project is funded by FDOT through a JPA.

BACKGROUND:

On June 2, 2015, the Board approved the Joint Project Agreement (JPA) with the Florida Department of Transportation (FDOT) for the roadside beautification project along SR 30 from the Walton / Bay County line to Front Beach Road. **(EXHIBIT 1)**

On September 9 2016, a request for bids for the project was advertised and a pre-bid meeting was held on September 27, 2016. Only one bidder responded to the original advertisement, so the project was re-advertised on October 5, 2016. The following was the only bid received in response to the advertisement and was opened on November 18, 2016.

BIDDERS	BASE BID	ALTERNATE BID
Bay Landscape and Palm Service, LLC	\$2,575,607	\$2,507,807

Based on the review of the provided bid, it appears that the unit prices are significantly higher than anticipated. Staff has met with FDOT officials and it appears that the unit prices are significantly higher than is reasonable. Staff believes that with further value engineering of the project a bid within the budget can be obtained.

ATTACHMENTS:

Description

Exhibit 1

Type

Exhibit

Exhibit 1: Western Bay Gateway Location Map



Projection: NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet
This GIS data is not a legal representation of the features depicted; any
assumption of the legal status of this data is hereby disclaimed.

1 in = 0.19 miles



Bay County Board of County Commissioners Agenda Item Summary

Port Place Plat Approval

DEPARTMENT MAKING REQUEST/NAME:

Public Works Department Keith C. Bryant, P.E., PTOE, Director

MEETING DATE: 1/3/2017

REQUESTED MOTION/ACTION:

Board; 1) Approve the final plat of the Port Place Subdivision; and, 2) Authorize staff to record the development maintenance bond with the Clerk of Court. **(District IV)**

AGENDA

Public Works - Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Mr. Michael Swearington, owner of Gulf Coast Utility Contractors ("the developer") is requesting final approval for the plat of Port Place Subdivision. The subdivision consists of 14 residential lots, 0.11 miles of road and a lift station parcel which will be dedicated to the public **(EXHIBITS 1 and 2)**. The stormwater retention system will remain private and will be dedicated to the Homeowners Association.

The development was reviewed and approved by the Planning and Zoning Division on June 15, 2015. The subdivision plat is in compliance with the requirements of Chapter 177.071, Florida Statutes and Bay County regulations. The developer has provided a three year maintenance bond with a three year extension for the roads in the amount of \$45,000 to serve as a guarantee for those improvements dedicated or conveyed to the County **(EXHIBIT 3)**.

ATTACHMENTS:**Description****Type**

Port Place Plat Approval Exhibit 1

Exhibit

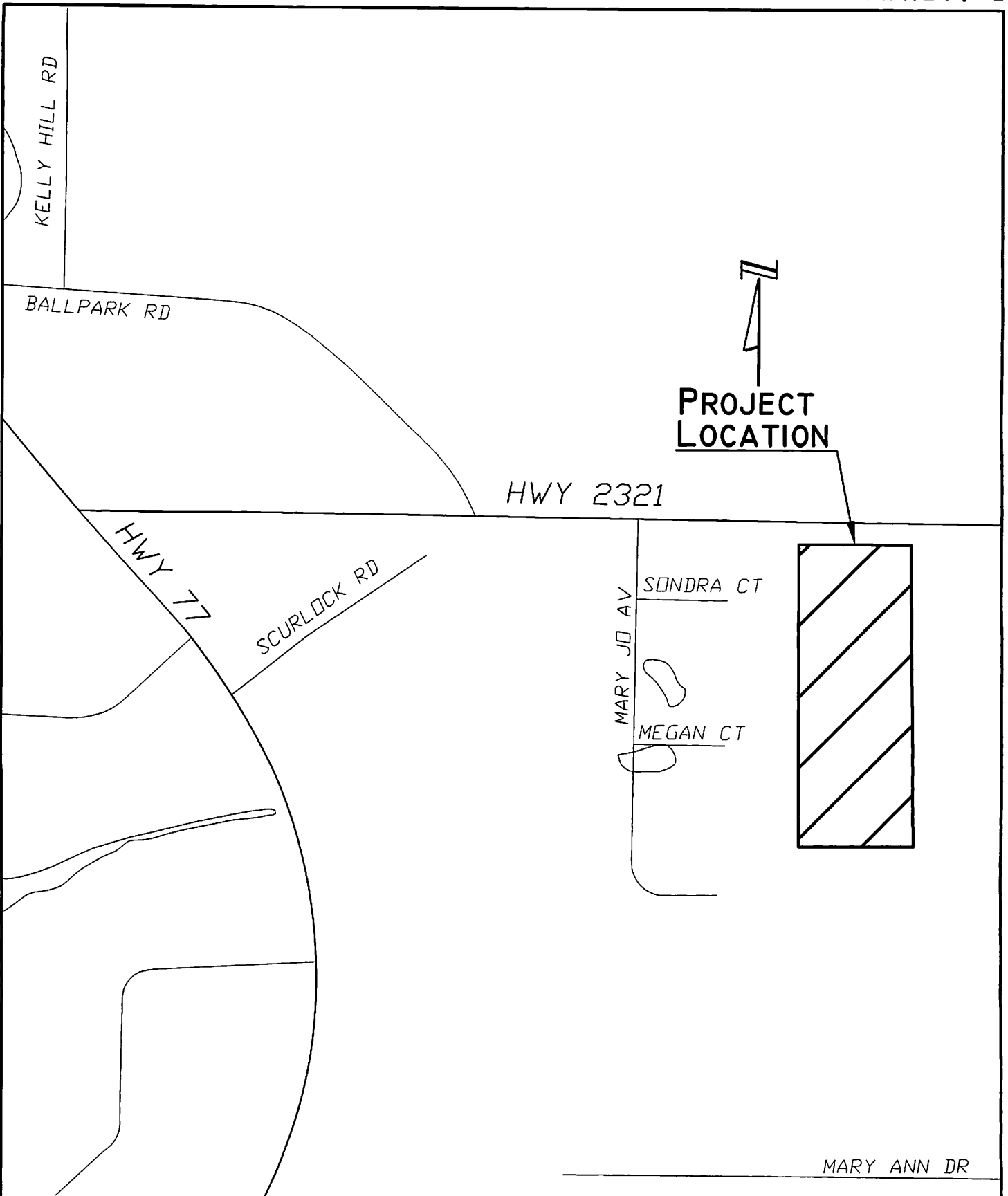
Port Place Plat Approval Exhibit 2

Exhibit

Port Place Plat Approval Exhibit 3

Exhibit

Drawing name: S:\LD3\Z DANNYS LOCATION MAPs, DWGs\PDF LOCATION MAPs\PORT PLACE SUB-DIV (DJG 13 DEC.16).dwg ~ Date plotted: December 13, 2016 - 6:47am



ENGINEERING DIVISION
BAY COUNTY GOVERNMENT
CENTER
840 W. 11TH STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-8301

PORT PLACE SUBDIVISION

VICINITY MAP

Scale	Date Drawn	By	Checked By	Project#	Page
N/A	13 DEC. 16	DJG	RZ	N/A	1 of 1

PORT PLACE SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 14 WEST,
BAY COUNTY, FLORIDA

SEPTEMBER 2016

PLAT BOOK PAGE
SHEET 1 OF 1

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT MICHAEL SHEARNIGHTON, THE OWNER IN FEE WHOLE OF THE LANDS SHOWN HEREON PLATED AS "PORT PLACE SUBDIVISION", DOES HEREBY DEDICATE IN PERPETUITY ALL RIGHTS-OF-WAY, TOGETHER WITH THE IMPROVEMENTS THEREON, TO BAY COUNTY, FLORIDA, FOR THE IMPROVEMENTS HEREBY DEDICATED TO BAY COUNTY, FLORIDA, ALL STORMWATER MANAGEMENT FACILITIES ARE HEREBY DEDICATED TO PORT PLACE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH FLORIDA STATUTE 177.08(1). EXCEPT AS SPECIFICALLY NOTED HEREON THIS DEDICATION SHALL NOT CREATE ANY ADDITIONAL RIGHTS OF THE PUBLIC IN THE PROPERTY SHOWN ON THE PLAT, AND NO OTHER AREAS ARE DEDICATED TO THE PUBLIC BY MEANS OF THIS PLAT UNLESS SPECIFICALLY SET FORTH HEREON.

BY: MICHAEL SHEARNIGHTON
PRINTED NAME DATE SIGNED

WITNESSES
PRINTED NAME DATE SIGNED

ACKNOWLEDGMENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL SHEARNIGHTON, THE OWNER IN FEE WHOLE, PERSONALLY APPEARED TO ME OR WHO PRESENTED A VALID DRIVER'S LICENSE AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THE DEDICATION OF THIS PLAT OF "PORT PLACE SUBDIVISION" FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF 2016

NOTARY PUBLIC STATE OF
MY COMMISSION EXPIRES

DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA, AND THE SOUTH R/W LINE OF COUNTY ROAD NO. 2221 (100 FEET R/W); THENCE S89°00'00"E ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 608.87 FEET TO THE NORTHEAST CORNER OF NORTHWOODS RESIDENTIAL, AS RECORDED IN PLAT BOOK 22, PAGE 71 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; AND THE POINT OF BEGINNING, THENCE CONTINUE S89°00'00"E ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 198.84 FEET, THENCE DEPARTING SAID SOUTH R/W LINE, RUN S00°00'00"E FOR A DISTANCE OF 384.00 FEET, THENCE S89°00'00"E FOR A DISTANCE OF 149.89 FEET, THENCE S02°00'00"E ALONG SAID NORTHWOODS RESIDENTIAL, THENCE N00°00'00"E ALONG SAID EAST BOUNDARY FOR A DISTANCE OF 148.76 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 4.79 ACRES, MORE OR LESS.

Line #	Bearing	Length
1	S74°00'37"E	31.71
12	S89°29'49"W	42.34
13	S31°07'42"E	7.95

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	799.96	60.00	287°38'08"	S89°03'36"E	75.00
C2	17.31	20.00	S1°08'01"	N26°29'36"E	17.32
C3	36.08	60.00	36°21'43"	S31°04'16"W	37.66
C4	56.63	60.00	S6°24'32"	S1°08'03"E	55.79
C5	56.37	60.00	S3°46'15"	S69°29'36"E	54.21
C7	67.99	60.00	S6°00'17"	N30°00'36"W	60.14
C8	18.11	60.00	17°12'29"	N61°14'15"W	18.84
C9	17.91	20.00	S1°08'01"	S24°12'29"E	17.32

SUBDIVISION NOTES

1. BENCHMARKS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH-1983, HAD THEREIN U.S. SURVEY FEET BEING SHOWN HEREON ON THE SOUTH R/W LINE OF COUNTY ROAD 2221.
2. THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND SHOWN. ADDITIONS OR DELETIONS TO THIS SURVEY, MAP, OR REPORT BY OTHER THAN THE SURVEYOR OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR OR PARTIES.
3. FLOOD HAZARD: BY GRAPHIC NOTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE A AND TIME 1 AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR BAY COUNTY, FLORIDA, SEE COMBINATION PANEL NO. 22000-0203, WHICH BEINGS A REVISION DATE OF JAN. 7, 2009.
4. SOURCE OF INFORMATION: (a) 1986 PG 1041 OF 1086 PG. 201 OF 2362 PG. 649 SUBDIVISION PLAT OF NORTHWOODS RESIDENTIAL (PG. 22, PG. 71) AND 1986 RECORDED DOCUMENTATION.
5. ALL LOT LINES ARE NON-PADAL.

NOTES

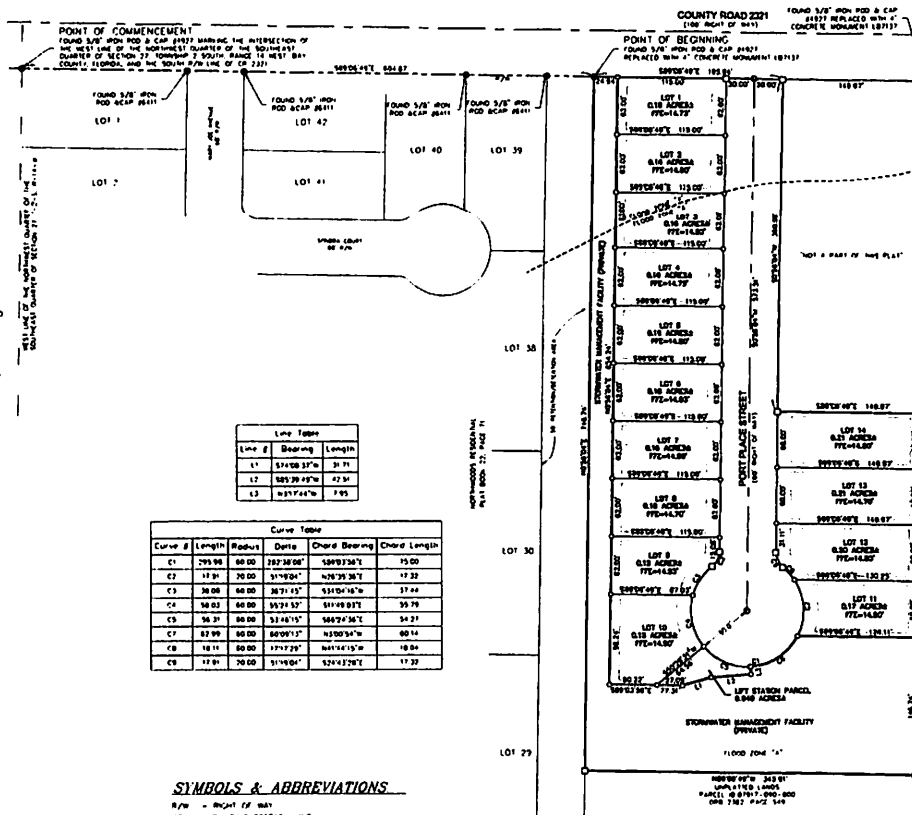
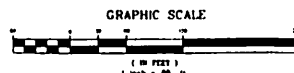
THIS PLAT IS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEMONSTRATION OF THE SUBDIVISION LANDS DESCRIBED HEREON AND SHALL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR INSTRUMENT FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS HEREON NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE

ALL PLATED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR ANY OTHER PUBLIC UTILITY.

SYMBOLS & ABBREVIATIONS

- R/W = RIGHT-OF-WAY
- BSL = BUILDING SETBACK LINE
- FE = FINISHED FLOOR ELEVATION
- POB = POINT OF BEGINNING
- AC = ACRES
- ORB = OFFICIAL RECORDS BOOK
- 1 = MORE OR LESS
- 1-2-5 = TOWNSHIP 2 SOUTH
- 1-14-W = RANGE 14 WEST
- 1-15 = LICENSED SURVEYOR
- 1-15 = PROFESSIONAL LAND SURVEYOR
- NAD = NORTH AMERICAN DATUM
- NAD = NORTH AMERICAN VERTICAL DATUM
- 1-15 = CURVE TABLE
- C1-C9 = CURVE TABLE
- 1-15 = LINE TABLE
- 1-15 = PERMANENT CONTROL POINT 1.B. 28011
- 1-15 = SET 5/8" CAPPED IRON ROD 1.B. 28011
- 1-15 = SET 1" BY 1" CONCRETE MONUMENT 1.B. 28011



TITLE OPTION

THIS IS TO CERTIFY THAT I HAVE PERSONALLY EXAMINED THE FILE TO THE LANDS PLATED HEREON AND FIND THAT THE TITLE IS VALID IN ACCORDANCE WITH THE RECORDS OF BAY COUNTY, FLORIDA, AND THAT THERE ARE NO UNPAID OR UNRECORDED MORTGAGES ON SAID LANDS. THIS CERTIFICATION IS BASED UPON THE BEST OF MY KNOWLEDGE AND BELIEF. THIS DAY OF 2016.

TAX COLLECTOR'S STATEMENT

I, RECTOR BRANNON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR TO THE BEST OF MY KNOWLEDGE.

DATE BY: RECTOR BRANNON
BAY COUNTY TAX COLLECTOR

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I, RECTOR BRANNON, COUNTY ENGINEER FOR BAY COUNTY, FLORIDA, HAVE EXAMINED THIS PLAT OF "PORT PLACE SUBDIVISION", AND FIND THAT IT COMPLETES TO ALL APPLICABLE REGULATIONS FOR SUBDIVISIONS IN BAY COUNTY, FLORIDA. SIGNED ON THIS THE DAY OF 2016.

BY: RECTOR BRANNON
BAY COUNTY ENGINEER/PUBLIC WORKS DIRECTOR
FLORIDA REGISTRATION 37006

CERTIFICATE OF COUNTY SURVEYOR

A ROBERT E. DEWBERY, COUNTY SURVEYOR FOR BAY COUNTY, FLORIDA, HAVE REVIEWED THIS PLAT OF "PORT PLACE SUBDIVISION", AND HEREBY CERTIFY THAT IT COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SIGNED ON THIS THE DAY OF 2016.

BY: ROBERT E. DEWBERY
COUNTY SURVEYOR
FLORIDA LICENSE NO. 15-4864

COUNTY COMMISSIONER'S APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT, "PORT PLACE SUBDIVISION", HAS BEEN EXAMINED IN REGULAR SESSION AND THAT IT IS HEREBY APPROVED FOR RECORD BY A MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA. SIGNED ON THIS THE DAY OF 2016.

BY: CURTIS L. LORING
CHAIRMAN / DISTRICT 4

BY: GORDON B. GARDNER
VICE CHAIRMAN / DISTRICT 1

BY: JAMES L. GORDON
DISTRICT 3

CERTIFICATE OF CLERK

I, BILL WHELAN, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR PERMANENT RECORD ON THE DAY OF 2016 IN PLAT BOOK NO. 22 AT PAGE NO. 14 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BY: BILL WHELAN
CLERK OF THE CIRCUIT COURT
BAY COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I, RECTOR BRANNON, COUNTY ENGINEER FOR BAY COUNTY, FLORIDA, HAVE REVIEWED THIS PLAT OF "PORT PLACE SUBDIVISION", AND FIND THAT IT COMPLETES TO ALL APPLICABLE REGULATIONS FOR SUBDIVISIONS IN BAY COUNTY, FLORIDA. SIGNED ON THIS THE DAY OF 2016.

SIGNED ON THIS THE DAY OF 2016.

BY: RECTOR BRANNON
COUNTY ENGINEER/PUBLIC WORKS DIRECTOR
FLORIDA LICENSE NO. 37006

Dewberry PREBLE-RISH

333 ANDERSON PARKWAY
PENSACOLA, FLORIDA 32503
PHONE: 904.222.1234 FAX: 904.222.1211
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 2011

Maintenance
Bond
Warranty Term
in years

Westfield Insurance Company

Westfield Group® 1 Park Circle, P O Box 5001
Westfield Center, OH 44251-5001
Toll free: 1-800-243-0210

Bond Number 4413961

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Port Place, LLC.

13938 Highway 77, Southport, FL 32409

as Principal, and **WESTFIELD INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to do business in the State of Florida as Surety, are held and firmly bound

unto Bay County Board of County Commissioners

as Oblige, in the penal sum of Forty Five Thousand and No/100****

(\$ 45,000), to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Oblige, dated the 22nd day of November, 2016, a copy of which is hereto attached and made a part hereof, for

Maintenance of Water & Waste Water Infrastructure, Lift Station, Roadway and Public Drainage Systems for Port Place
Subdivision Located in Bay County Florida

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of 3 Years from 11/22/2016 year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 1st day of November, 2016.

[Signature]
(Witness)

[Signature]
(Witness)

Port Place, LLC.
Principal

By X [Signature] Mike Swearington (Seal)

WESTFIELD INSURANCE COMPANY

By X [Signature] W. Carter Middlemas (Seal)
Attorney-in-Fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0991122 00

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM C MIDDLEMAS, LOTT W MIDDLEMAS III, KEVIN G MASON, JOINTLY OR SEVERALLY

of PANAMA CITY and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of Nov. 2016 A.D.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0991122 00

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM C MIDDLEMAS, LOTT W MIDDLEMAS III, KEVIN G MASON, JOINTLY OR SEVERALLY

of PANAMA CITY and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of Dec 2016 A.D.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

Bond No. 4413961

RIDER

To be attached to and form a part of Maintenance Bond for Port Place, LLC. Bond, No. 4413961
dated the 5th day of December, 2016 issued by
Westfield Insurance Company as Surety, on behalf of
Port Place, LLC. 13938 Highway 77, Southport, FL. 32409, as Principal,
in the penal sum of No Change in Penalty Amount of Forty Five Thousand and no/100*****
Dollars (\$ 45,000), and in favor of Bay County Board of County Commissioners

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The original maintenance period of 3 years (11/22/2016 - 11/ 22/2019) has been extended for 3 years for the
for the maintenance of the asphalt only. Maintenance period has hereby been amended for the asphalt only for
11/22/2019 - 11/22/2022.

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 5th day of December, 2016

Signed, sealed and dated this 5th day of December, 2016

ATTEST:

Chris Lindner

PRINCIPAL

Gulf Coast Utility Contractors, LLC.

By X

Mike Swearington

President

ACCEPTED:

GEN90004ZZ1001f

Westfield Insurance Company

By L. Carter Middlemas

W. Carter Middlemas, Attorney-in-Fact