COUNTY COMMISSIONERS
District 1 - Tommy Hamm, Chairman
District 2 - Robert Carroll
District 3 - William T. Dozier
District 4 - Douglas Moore, Vice Chairman
District 5 - Clair Pease

January 3, 2024

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. APPROVAL OF THE AGENDA

F. ADDITION OF EMERGENCY ITEMS/DELETIONS

G. PRESENTATIONS

H. PUBLIC PARTICIPATION (LIMITED ONLY TO ITEMS ON THE AGENDA)

I. APPROVAL OF CONSENT AGENDA

Clerks Report

1. **Revenues & Expenditures, Inventory Deletions and Fixed Assets Deletions**

   Recommendation: Board acknowledge receipt of reports.

Budget Office

2. **FY 2024 Budget Amendment**

   Recommendation: Board adopt a resolution amending the Fiscal Year 2023-2024 Budget.

County Attorney

3. **Student Mobilization, Inc. Land Swap With Bay County**

   Recommendation: Board declare the property referenced below as surplus, approve the Real Property Exchange Contract between Student Mobilization, Inc. and Bay County and

authorize the chairman to sign the closing documents as approved by the county attorney's office.

Emergency Services

4. **Ratify Purchase of Ambulance Remounts**

Recommendation: Board ratify Purchase Order 20240148 to Frazer LTD.

Public Works

5. **County Road 2297 Allanton Road Safety Improvements Project**

Recommendation: Board: a) approve the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) construction of CR2297 Allanton Road Safety Improvements Project; and, b) authorize the chairman to sign the agreement, resolution and any necessary modifications as approved by the county attorney.

J. REGULAR AGENDA

County Attorney

6. **Memorandum of Understanding with Airport Authority Board and Bay County**

Recommendation: Board approve the Memorandum of Understanding between the Airport Authority Board and BOCC for the placement of Bay County Fire Truck and personnel at the Airport facility and authorize the chairman to sign the same.

K. PUBLIC HEARING

L. PUBLIC PARTICIPATION (LIMITED TO ITEMS WHICH THE COMMISSION HAS AUTHORITY)

M. COUNTY ATTORNEY'S REPORT

N. COUNTY MANAGER'S REPORT

O. CHAIRMAN'S REPORT AND COMMISSIONER'S COMMENTS

P. 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 Douglas Moore, District 4
E-Mail Address: dmoore@baycountyfl.gov

Commissioner Clair Pease, District 5
E-Mail Address: cpease@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

Revenues & Expenditures, Inventory Deletions and Fixed Assets Deletions

DEPARTMENT MAKING REQUEST/NAME:
Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller

MEETING DATE: 1/3/2024

REQUESTED MOTION/ACTION:
Board acknowledge receipt of reports.

AGENDA
Clerks Report - Consent

BUDGETED ITEM?
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board acknowledge receipt of reports.

- Revenues and Expenditures
- Inventory Deletions
- Fixed Assets Deletions

ATTACHMENTS:

Description	Type
Inventory Deletions	Exhibit
Fixed Assets	Exhibit
Revenues & Expenditures	Exhibit

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: December 8, 2023 (FY23 Activity)

RE: Inventory Deletions

The Property Inventory Clerk has been requested to delete the following items from the County's inventory records:

Inventory Item	Explanation
Court Administrator	
Surface Book 3 Property No. 62341	Item is obsolete and/or non-functional
Tax Collector	
Laptop Property No. 59189	Item is obsolete and/or non-functional

The requested action is for the Board to authorize removal of these items from the County's inventory. BK/KKlinck

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Fund	001	Type
LOC#	0065	G
Source	6000	
Depr Orgn	0608	

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Circuit Court Administrator
(Department)

Date: 9/29/2023

The following changes have occurred for the property in my custody. Please change your Property Records accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (assigned by Finance)	YEAR / MAKE / MODEL
Surface Book 3	62341	/Microsoft/Surface Book 3
TAG NUMBER	**COUNTY ID (assigned by Purchasing)**	**MFG ID NUMBER / VIN**
62341		017882214354
OTHER DESCRIPTION:		**GVW:**

Acquisition, Disposition or Transfer Data

ACQUISITION: ☐ ☐ Not Applicable

P.O. # 20220527 Improvement

Date Acquired: 7/13/2022

Vendor Name: Florida Coast Equipment

Check No.: 283864

Purchase Price: $ 1,515.00

Freight: $ 0.00

Installation: $ 0.00

Improvements: $ 0.00

Total Cost $ 1,515.00

DISPOSITION X ☐ Not Applicable

TRANSFER ☐

To:

Transfer Sold Scrapped X

Traded Trade-in Realized $

Value on Records: $

Reason for Disposal:

Beyond useful life

Amount Realized (if sold) $

Date:

Remarks: Damaged

Signed

Title DOUG WILLIAMS - COURT OPERATIONS MANAGER

Insured Date: 12/1/23

Signed

Title

By:
Risk Management

Kenneth Klinck

From: Douglas Williams <williamsd@jud14.flcourts.org>
Sent: Friday, September 29, 2023 8:37 AM
To: Kenneth Klinck
Subject: FW: Please Remove From Inventory - Jannie Sanchez's SB3

Follow Up Flag: Follow up
Flag Status: Flagged

Kenneth –

Good morning.

Please see email below regarding asset #62341. That one can be removed due to damage.

Thanks.

From: Sarah F. Pearce <pearces@jud14.flcourts.org>
Sent: Friday, September 29, 2023 8:29 AM
To: Inventory-DL <Inventory-DL@jud14.flcourts.org>
Cc: Gary Hagan <HaganG@jud14.flcourts.org>; Michael Bonnin <bonninm@jud14.flcourts.org>; Jaymes Perry <perryj@jud14.flcourts.org>; Harrison Hanlon <hanlonh@jud14.flcourts.org>
Subject: Please Remove From Inventory - Jannie Sanchez's SB3

Hi Doug,

We mailed Jannie a new SB3 and have taken a look at her old one, trying to figure out what went wrong with it.

Nothing can be done to recover it, so please remove it from inventory when you have a moment. This is the information for the device that needs to be removed:

Surface Book 3

Serial Number: 031401514357

County Tag # 62341

Please let me know if anything further is needed.

Thank you,

Sarah

Sarah Pearce

Administrative Assistant, Court Technology
Fourteenth Judicial Circuit
Ph: 850-747-5338
pearces@jud14.flcourts.org

Mailing Address:
P.O. Box 1089
Panama City, FL 32402

Physical Address:
300 East 4th Street
Panama City, FL 32401

Our Vision: Justice in Florida will be Accessible, Fair, Effective, Responsive, and Accountable.

LOC#

BAY COUNTY BOCC ACQUISITION/DISPOSITION FORM

TO: Board of County Commissioners

FROM: Tax Collector (Department)

Date: 9/30/2023

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned by Finance)	MAKE
Laptop	59189	Dell
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
XPS Flex		BWD40N2
OTHER DESCRIPTION: XPS 9365 FLEX 3 2-IN- 1		

Acquisition or Disposition Data

ACQUIRED:

P.O. # _____ Improvement _____

Vendor Name:

Check No.:

Purchase Price:

Freight:

Installation:

Improvements:

Total Cost

DISPOSED OF:

To:

Transferred ____ Sold ____ Junked x

Traded ____ Trade-in Realized $

Value on Records:

Reason for Disposal: Broken

Amount Realized (if sold)

Date: 9/30/2023

Remarks: Laptop was broken and turned in to BCTC IT. IT Admin left employment and laptop can't be located.

Signed

Title Tracy Scott, Finance Director

Signed

Title Chuck Perdue, Tax Collector

Insured Date

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: December 8, 2023 (FY24 Activity)

RE: Inventory Deletions

The Property Inventory Clerk has been requested to delete the following items from the County's inventory records:

Inventory Item	Explanation
Water Department	
Chlorine Analyzer Property No. 57797	Item is obsolete and/or non-functional
Clerk of Court	
Laptop Property No. 56198	Item is obsolete and/or non-functional
Laptop Property No. 55305	Item is obsolete and/or non-functional
Laptop Property No. 20297-0/50097	Item is obsolete and/or non-functional

The requested action is for the Board to authorize removal of these items from the County's inventory. BK/KKlinck KKK

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Fund	401	Type
LOC#	0044	B
Source	5300	
Depr Orgn	0405	

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Water Dept (Department)

Date: 12/5/2023

The following changes have occurred for the property in my custody. Please change your Property Records accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (assigned by Finance)	YEAR / MAKE / MODEL
Chlorine Analyzer	57797	/Prominent/Cholorine/PH Analyzedr
TAG NUMBER	**COUNTY ID (assigned by Purchasing)**	**MFG ID NUMBER / VIN**
OTHER DESCRIPTION:		**GVW:**

Acquisition, Disposition or Transfer Data

ACQUISITION: ☐ ☐ Not Applicable

P.O. # 20170627 Improvement

Date Acquired: 7/13/2017

Vendor Name: 008407/Aqua Products Inc

Check No.: 239330

Purchase Price: $ 6,791.62

Freight: $ 0.00

Installation: $ 0.00

Improvements: $ 0.00

Total Cost $ 6,791.62

DISPOSITION X ☐ Not Applicable

TRANSFER ☐

To:

Transfer Sold Scrapped X

Traded Trade-in Realized $

Value on Records: $

Reason for Disposal:

Beyond useful life

Amount Realized (if sold) $

Date:

Remarks:

Signed [signature]

Title Water Division Superintendent

Signed

Title

Insured Date:

By:

Risk Management

Fund	001	Type
LOC#	0010	G
Source	6000	
Depr Orgn	0604	

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Clerk Of Circuit Court
(Department)

Date: 12/1/2023

The following changes have occurred for the property in my custody. Please change your Property Records accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (assigned by Finance)	YEAR / MAKE / MODEL
Laptop Computer	56198	/Asus/G750JH
TAG NUMBER	**COUNTY ID (assigned by Purchasing)**	**MFG ID NUMBER / VIN**
		D8N0CY467643359
OTHER DESCRIPTION:		**GVW:**

Acquisition, Disposition or Transfer Data

ACQUISITION: ☐ ☐ **Not Applicable**

P.O. # _____ Improvement _____

Date Acquired: 9/18/2013

Vendor Name: 000970/CDW-G

Check No.: 81814

Purchase Price: $ 2,350.00

Freight: $ 0.00

Installation: $ 0.00

Improvements: $ 0.00

Total Cost $ 2,350.00

DISPOSITION X ☐ **Not Applicable**

TRANSFER ☐

To: _____

Transfer _____ Sold _____ Scrapped X

Traded _____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal:

Beyond useful life

Amount Realized (if sold) $ _____

Date: _____

Remarks: _____

Signed [signature] Signed _____

Title Finance IT Manager Title _____

Insured Date: _____ By: _____
Risk Management

Fund	001	Type
LOC#	0010	G
Source	6000	
Depr Orgn	0604	

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Clerk Of Circuit Court
(Department)

Date: 12/1/2023

The following changes have occurred for the property in my custody. Please change your Property Records accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (assigned by Finance)	YEAR / MAKE / MODEL
Laptop Computer	55305	/Asus/G75VW-DH71
TAG NUMBER	**COUNTY ID (assigned by Purchasing)**	**MFG ID NUMBER / VIN**
		CAN0AS102770413
OTHER DESCRIPTION:		**GVW:**

Acquisition, Disposition or Transfer Data

ACQUISITION: ☐ ☐ **Not Applicable**

P.O. # _____ Improvement _____

Date Acquired: 10/25/2012

Vendor Name: Newegg Business

Check No.: 79848

Purchase Price: $ 1,636.89

Freight: $ 0.00

Installation: $ 0.00

Improvements: $ 0.00

Total Cost $ 1,636.89

DISPOSITION X ☐ **Not Applicable**

TRANSFER ☐

To: _____

Transfer _____ Sold _____ Scrapped X

Traded _____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal:

Beyond useful life

Amount Realized (if sold) $ _____

Date: _____

Remarks: _____

Signed _____ Signed _____

Title Finance IT Manager Title _____

Insured Date: _____ By: _____
Risk Management

Fund	001	Type
LOC#	0010	G
Source	6000	
Depr Orgn	0604	

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Clerk Of Circuit Court
(Department)

Date: 12/1/2023

The following changes have occurred for the property in my custody. Please change your Property Records accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (assigned by Finance)	YEAR / MAKE / MODEL
Laptop Computer	20297-0/50097	/MSI/GT780R
TAG NUMBER	**COUNTY ID (assigned by Purchasing)**	**MFG ID NUMBER / VIN**
		012USK1106000301
OTHER DESCRIPTION:		**GVW:**

Acquisition, Disposition or Transfer Data

ACQUISITION: ☐ ☐ **Not Applicable**

P.O. # _____ Improvement _____

Date Acquired: 8/26/2011

Vendor Name: Newegg Business

Check No.:

Purchase Price: $ 1,831.96

Freight: $ 0.00

Installation: $ 0.00

Improvements: $ 0.00

Total Cost $ 1,831.96

DISPOSITION X ☐ **Not Applicable**

TRANSFER ☐

To:

Transfer _____ Sold _____ Scrapped X

Traded _____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal:

Beyond useful life

Amount Realized (if sold) $ _____

Date: _____

Remarks:

Signed _____ Signed _____

Title Finance IT Manager Title _____

Insured Date: _____ By: _____
Risk Management

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: December 7, 2023

RE: Cleanup of fully depreciated items under $5,000

The Fixed Assets Accountant recommends the deletion of the attached items from the County's inventory records due to those items being under the current fixed asset threshold and being fully depreciated:

Please see the attached listing of items.

The requested action is for the Board to authorize removal of these items from the County's inventory.

BK/KKlinck

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SHERIFF
RETIRE LIST

ASSET #	ASSET INFORMATION
59487	TRACER SUMMIT SC SYSTEM
59485	HVAC CONTROL ROUTER
60964	POLE BARN @ PISTOL RANGE

CLERK OF COURT
RETIRE LIST

ASSET #	ASSET INFORMATION
58869	DESK
60711	CASH COUNTER
60273	NETWORK ADAPTER

TAX COLLECTOR
RETIRE LIST

ASSET #	ASSET INFORMATION
59194	REFRIGERATOR
59195	FLOOR STAND
59196	FLOOR STAND

SUPERVISOR OF ELECTIONS
RETIRE LIST

ASSET #	ASSET INFORMATION
61158	AUTOMATIC FOLDER
60843	PRINTER
58772	REFRIGERATOR
61162	SWITCH
61163	SWITCH
61164	SWITCH
60849	SWITCH
60850	SWITCH
60851	SWITCH
60853	RECEIVER
60845	FIREWALL

INFORMATION SYSTEMS
RETIRE LIST

ASSET #	ASSET INFORMATION
60549	UPS INVERTER CARD

TRAFFIC CONTROL
RETIRE LIST

ASSET #	ASSET INFORMATION
59125	PTZ CAMERA
59126	PTZ CAMERA
59127	PTZ CAMERA
59128	PTZ CAMERA
59129	PTZ CAMERA
59130	PTZ CAMERA
59131	PTZ CAMERA
59132	PTZ CAMERA
59133	PTZ CAMERA

INTERGOVT RADIO COMM
RETIRE LIST

ASSET #	ASSET INFORMATION
60810	PAGING ENCODER/DESKTOP CONTROL
59294	AIR CONDITIONER
60694	SERVER
60695	SERVER
60696	SERVER
57968	HVAC UNIT
57969	HVAC UNIT

INTELLIGENT TRANSPORTATION SYSTEM
RETIRE LIST

ASSET #	ASSET INFORMATION
60808	CAMERA

HEALTH DEPARTMENT
RETIRE LIST

ASSET #	ASSET INFORMATION
59175	DENTAL CART
59173	AIR & WATER DELIVERY ASSISTANT
59177	AIR & WATER DELIVERY ASSISTANT
59168	WHEEL CHAIR SCALE
58905	MINI SPLIT HVAC

RETAIL WASTEWATER
RETIRE LIST

ASSET #	ASSET INFORMATION
59381	MAG METER
60406	DIREGO PARK SEWER EXPANSION
59157	PERSTALIC PUMP
57987	COLORIMETER

UTILITIES ADMINISTRATION
RETIRE LIST

ASSET #	ASSET INFORMATION
60614	SECURITY CAMERA

WATER PLANT OPERATIONS
RETIRE LIST

ASSET #	ASSET INFORMATION
59323	HYDRANT
52662/16108-0	LINES TO MANHOLE @ MB-1
59314	MAG METER
59313	MAG METER
59315	HYDRANT
59316	HYDRANT
59317	HYDRANT
59318	HYDRANT
59319	HYDRANT
59320	HYDRANT
59321	HYDRANT
59322	HYDRANT
59311	BACKFLOW METER
59312	BACKFLOW METER
59309	PROCESS TRANSMITTER
59310	PROCESS TRANSMITTER
59302	MAG METER
59303	MAG METER
59304	MAG METER
59084	AUTO FLUSHER
59085	AUTO FLUSHER
59078	TRUCK BED TOPPER/P992
57986	CRANE
57983	TRASH PUMP
57981	BACKFLOW METER
57982	BACKFLOW METER
59023	ELECTROMAGNETIC FLOW METER
60593	SURGE PROTECTOR

PARKS & RECREATION
RETIRE LIST

ASSET #	ASSET INFORMATION
59478	PLAYGROUND EQUIPMENT
59477	PLAYGROUND EQUIPMENT
59059	DIGITAL DISPLAY
59054	SCOREBOARD
59055	LAWN MOWER DECK/M3
59003	FIELD GOAL
59004	FIELD GOAL
59013	MOWER DECK/M2
59012	MOWER DECK/M1
57950	UNIVERSAL PUMP
57951	UNIVERSAL PUMP

RETAIL WATER
RETIRE LIST

ASSET #	ASSET INFORMATION
59382	AUTO HYDRANT FLUSHER
59383	AUTO HYDRANT FLUSHER

FACILITIES MAINTENANCE
RETIRE LIST

ASSET #	ASSET INFORMATION
58832	DROPDOWN RACK/ON P878

SOLID WASTE ADMIN
RETIRE LIST

ASSET #	ASSET INFORMATION
60822	SOFTWARE

LABORATORY
RETIRE LIST

ASSET #	ASSET INFORMATION
57995	WATER BATH
57994	PORTABLE SAMPLER

COURT ADMINISTRATOR
RETIRE LIST

ASSET #	ASSET INFORMATION
58631	CONFERENCE TABLE 10FT
58632	CONFERENCE TABLE 10FT
58633	CONFERENCE TABLE 10FT
58637	LECTERN
58638	LECTERN
58635	CONFERENCE TABLE
58636	CONFERENCE TABLE

STATE ATTORNEY
RETIRE LIST

ASSET #	ASSET INFORMATION
61100	COMPUTER
61101	COMPUTER
61102	COMPUTER
61103	COMPUTER
61104	COMPUTER
61105	COMPUTER
61106	COMPUTER
61107	COMPUTER
61108	COMPUTER
61109	COMPUTER

PUBLIC DEFENDER
RETIRE LIST

ASSET #	ASSET INFORMATION
60111	COMPUTER

COUNTY PIER
RETIRE LIST

ASSET #	ASSET INFORMATION
59063	AMPLIFIER
59062	MOBILITY CHAIR

PIER LIFEGUARDS
RETIRE LIST

ASSET #	ASSET INFORMATION
59119	RESCUE BOARD

PUBLIC SAFETY
RETIRE LIST

ASSET #	ASSET INFORMATION
60699	CONSOLE KVM SWITCH

FIRE SERVICES
RETIRE LIST

ASSET #	ASSET INFORMATION
59295	ICE MACHINE
59150	RADIO, MOBILE
59153	MINI SPLIT HVAC
59037	MONITOR
59149	RADIO,MOBILE
59298	MONITOR
59036	MONITOR
57973	RESCUE SAW
59299	MONITOR
59152	MINI SPLIT HVAC
59151	MINI SPLIT HVAC
60679	SWITCH
60680	SWITCH
60683	12-BAY NAS RACKSTATION
60682	SWITCH
60681	8-BAY NAS RACKSTATION

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

December 18, 2023

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2023/2024 Revenues and Expenditures through December 14, 2023. 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

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Bay County Board of County Commissioners
Revenue & Expenditure Summary FY 2024
As of December 15, 2023

FUND		REVENUES			EXPENDITURE			EXCESS
		Budget*	Actual	% Budget Met	Budget*	Actual**	% Budget Met	(DEFICIENCY)
001	General Fund	$ 205,715,973	$ 24,035,415	12%	$ 205,715,973	$ 73,140,495	36%	$ (49,105,080)
101	Transportation	44,574,935	26,456,676	59%	44,574,935	9,568,077	21%	$ 16,888,599
102	.5% Infrastructure Surtax	43,639,706	371,835	1%	43,639,706	17,984,142	41%	$ (17,612,306)
112	Road Impact-East Bay County	-	1,002	0%	-	-	0%	$ 1,002
113	Road Impact-Panama City	-	-	0%	-	-	0%	$ -
114	Road Impact-Southport/Sandhills	236,500	3,645	2%	236,500	-	0%	$ 3,645
118	Transit	7,793,310	247,156	3%	7,793,310	850,013	11%	$ (602,857)
122	Restore Act	-	(178)	0%	-	709,481	0%	$ (709,659)
124	Sports Park	2,495,473	179,714	7%	2,495,473	607,919	24%	$ (428,205)
125	Tourist Development	20,014,725	1,817,237	9%	20,014,725	3,594,224	18%	$ (1,776,987)
126	Mexico Beach - TDC	895,340	81,267	9%	895,340	201,611	23%	$ (120,344)
127	Beach Nourishment - TDC	59,847,500	1,007,093	2%	59,847,500	440,662	1%	$ 566,431
128	TDC - 5th Cent	6,762,500	721,249	11%	6,762,500	409,433	6%	$ 311,816
129	Panama City - TDT	3,227,606	166,401	5%	3,227,606	62,893	2%	$ 103,508
130	Public Safety E911	3,102,500	48,856	2%	3,102,500	1,616,122	52%	$ (1,567,265)
133	Intergov't Radio Communication	3,957,894	287,453	7%	3,957,894	140,939	4%	$ 146,514
135	Housing	12,635,829	1,386,884	11%	12,635,829	2,500,806	20%	$ (1,113,922)
140	District Mosquito Control	2,449,066	193,694	8%	2,449,066	383,232	16%	$ (189,539)
145	MSTU-Fire Protection	16,917,759	1,668,597	10%	16,917,759	3,368,003	20%	$ (1,699,405)
150	Hurricane Michael Fund	40,000,000	922,500	2%	40,000,000	28,832,201	72%	$ (27,909,701)
160	COVID Fund	13,154,042	294,097	2%	13,154,042	2,607,527	20%	$ (2,313,430)
167	MSBU Fund	53,250	5,670	11%	53,250	(1,198)	-2%	$ 6,868
401	Water Sys Revenue Fund	30,665,500	4,186,610	14%	30,665,500	4,803,775	16%	$ (617,165)
420	Retail Water & Wastewater	24,467,094	3,262,967	13%	24,467,094	3,179,407	13%	$ 83,560
430	Solid Waste Fund	9,361,200	1,007,816	11%	9,361,200	1,213,014	13%	$ (205,198)
440	Builders' Services	6,703,500	510,181	8%	6,703,500	1,254,930	19%	$ (744,750)
501	Internal Service Fund	7,802,823	266,067	3%	7,802,823	1,320,265	17%	$ (1,054,198)
505	Workers' Compensation	4,031,358	144,957	4%	4,031,358	560,612	14%	$ (415,655)
506	Insurance Fund	8,051,065	(9,506)	0%	8,051,065	4,869,118	60%	$ (4,878,624)
510	Utilities	3,861,390	28,841	1%	3,861,390	688,387	18%	$ (659,546)
	TOTALS	**$ 582,417,838**	**$ 69,294,198**	**12%**	**$ 582,417,838**	**$ 164,906,090**	**28%**	**$ (95,611,892)**

* Note - Revenue & Expenditure Budgets represent amounts approved for the entire fiscal year. These amounts are not prorated.

** Note - Actual Expenditures include unliquidated encumbrances.

Bay County Board of County Commissioners
Agenda Item Summary

FY 2024 Budget Amendment

DEPARTMENT MAKING REQUEST/NAME:
Budget Office, Maranda Griffin, Chief Financial Officer

MEETING DATE: 1/3/2024

REQUESTED MOTION/ACTION:
Board adopt a resolution amending the Fiscal Year 2023-2024 Budget.

AGENDA
Budget Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
Budget amendment needed as presented.
FINANCIAL IMPACT SUMMARY STATEMENT:
Financial impacts are shown in Exhibit A.

BACKGROUND:
Fund 001 General Fund, FY 2024 budget will need to be amended recognizing a transfer from Reserve-Cash Forward and applying those funds to the Bay County Sheriff's Office fees and costs.

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

ATTACHMENTS:

Description	Type
FY 2024 Budget Amendment Resolution Exhibit 1 January 3, 2024	Exhibit
FY 2024 Budget Amendment Schedule Exhibit A January 3, 2024	Exhibit

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AMENDING THE ADOPTED FINAL BUDGET OF FISCAL YEAR 2023-2024 PURSUANT TO RESOLUTION NO. 4032*;* AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fund 001 General Fund, FY 2024 budget will need to be amended recognizing a transfer from Reserve-Cash Forward and applying those funds to the Bay County Sheriff's Office fees and costs; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2023-2024 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, 2024.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

_____
Tommy Hamm, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

RESOLUTION NO. _____

Budget Amendment - BOCC Meeting Date: 01/03/2024

Fiscal Year 2024			FY 2024 Current Budget	FY 2024 Budget Change	FY 2024 Amended Budget	Description of Change
		001 - General Fund				
Expenditure						
001-0120	5819152	FEES & COST-SHERIFF/SRO	1,192,828	89,250	1,282,078	BCSO additional fees and costs for the FY2024 budget
001-0972	5909999	RESERVE-CASH FORWARD	12,361,352	(89,250)	12,272,102	BCSO additional fees and costs for the FY2024 budget

Approved BOCC Meeting January 3, 2024

Date **Budget Office**

Bay County Board of County Commissioners
Agenda Item Summary

Student Mobilization, Inc. Land Swap With Bay County

DEPARTMENT MAKING REQUEST/NAME:
County Attorney's Office, Brian D. Leebrick, Deputy County Attorney

MEETING DATE: 1/3/2024

REQUESTED MOTION/ACTION:
Board declare the property referenced below as surplus, approve the Real Property Exchange Contract between Student Mobilization, Inc. and Bay County and authorize the chairman to sign the closing documents as approved by the county attorney's office.

AGENDA
County Attorney

BUDGETED ITEM? N/A
BUDGET ACTION:
N/A
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
Student Mobilization, Inc., owns a parcel of property in West Bay. Bay County owns a small parcel of approximately 0.14 acres which is not needed by the county, and which interferes with the logical development of the Student Mobilization parcel. Student Mobilization, Inc., is willing to swap Bay County for a parcel owned by Student Mobilization which would aid Bay County with stormwater management, and which has the same acreage as the parcel which the company wants. **(Exhibit 1)**

Staff recommends the Board approve the Real Property Exchange Contract and authorize the chairman to sign the contract **(Exhibit 2)** and the closing documents as approved by the county attorney.

ATTACHMENTS:

Description	Type
Exhibit 1 - Property Location Map	Exhibit
Exhibit 2 - Student Mobilization, Inc. Exchange Contract	Exhibit

N
1 inch = 50 feet
200'
30'
6000 sq. ft.
0.138 acre
SWAP PARCEL NEEDED
200'
30'
Lazy Acre Rd
POB-
PARCEL A-2
Shady Ln
17.48'
PARCEL 2
SURVEY 8/8/23
(+/-) 58'
155'
(+/-)124'
6072 sq. ft.
0.139 acre
BayCo. R/W OR.133 Pg.118
(+/-)119'
155'
50'
(+/-) 50.2'
50'
POB-
PARCEL A-1
R/W Line By Deed- 242.24' Total
(+/-) 134'
132.4'
49.49'
POC
Memorial Cir

REAL PROPERTY EXCHANGE CONTRACT

Bay County, Florida (the "County") agrees to convey to Student Mobilization, Inc., an Arkansas corporation (the "Exchanger") the parcel more particularly described on Exhibit "A-1" (the "County Parcel"), and the Exchanger agrees to convey to the County the parcel more particularly described on Exhibit "A-2" (the "Exchanger Parcel"). The County and the Exchanger are sometimes referred to herein as the "Parties", or generically as a "Party"; and the County Parcel and the Exchanger Parcel are sometimes referred to herein as the "Parcels", or generically as a "Parcel". The Effective Date of this Contract is the date on which the last of the Parties signs and delivers this Contract to the other Party.

1. Exchange. The County and the Exchanger agree that the County Parcel and the Exchanger Parcel are both valued at $10,000.00. The conveyances described herein shall occur simultaneously.

2. Closing Date. This Contract will be closed and the deeds and possession delivered on _____ ("Closing Date"), unless expected by the Parties or by any other provision of this Contract.

3. Closing Procedure; Costs.

(a) The Parties select Florida Coastal Closing & Escrow, LLC to conduct the closing (the "Closing Agent"). The closing may be conducted by mail or electronic means.

(b) The recording fees for documents needed to cure title shall be paid by the Exchanger. Documentary stamp tax, recording fees for the deed; premium for the owners title insurance policy; and search, examination, and closing fees shall be paid by the Exchanger.

(c) Real estate taxes and assessments shall be prorated as of the day before the Closing Date. PROPERTY TAX DISCLOSURE SUMMARY: THE PARTIES SHOULD NOT RELY ON THE CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT A PARTY MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(d) If there are any special assessments imposed against the Exchanger Parcel, the Exchanger shall pay the assessment in full before closing.

(e) Each Party represents to the other that it is not a foreign person as defined by FIRPTA, Section 1445 of the Internal Revenue Code. Each Party agrees to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements.

(f) If the Exchanger wishes to treat this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, the County will cooperate in all reasonable respects to effectuate the exchange, but will incur no liability or cost related to the exchange, and the closing will not be contingent upon, extended, or delayed by the exchange.

(g) Each Party hereto shall promptly upon the request of the other Party or the Closing Agent, acknowledge and deliver to the other Party any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Contract, including those exhibits which are not attached at the time the parties execute this Contract.

4. Land Use. Each Party will deliver the Parcel to the other Party on the Closing Date in its present "AS-IS" condition.

5. Risk of Loss; Eminent Domain. If any portion of either Parcel is materially damaged by casualty before closing, or if any eminent domain proceeding is threated or initiated against either Parcel prior to closing, then in either event either Party may cancel this Contract by written notice to the other at any time prior to closing.

6. Title. The Exchanger shall convey the Exchanger Parcel to the County by statutory warranty deed. The County shall convey the County Parcel to the Exchanger by County Deed. The closing agent shall deliver a title insurance commitment to each Party no later than ten (10) days prior to Closing. If at any time prior to Closing either party determines that the Parcel it is acquiring is not suitable for its intended purpose, it may cancel the Contract. The Parcels may be subject to coastal erosion and to federal, state, or local regulations that govern coastal properties, including delineation of the coastal construction control line, rigid coastal protection structures, beach renourishment, and the protection of marine turtles. The Parties each waive the right to receive a Coastal Construction Control Line affidavit or survey.

7. Time; Force Majeure. Time is of the essence of this Contract. All time periods expressed as days will be computed in business days. A business day is every calendar day in which the Bay County Courthouse is open to the general public. All time periods end at 5:00 p.m. Central Time of the appropriate date. Neither Party shall be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance of the obligation is delayed, caused or prevented by an act of God or force majeure. Act of God or force majeure is defined as hurricanes, tropical storms, earthquakes, floods, fires, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the non-performing Party is unable in whole or in part to prevent or overcome. All time periods, including the Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event extends beyond the 30 days, either Party may cancel this Contract by delivering written notice to the other.

8. Notices. All notices shall be in writing and delivered to the Parties by mail, personal delivery or electronic media.

9. Complete Agreement. This Contract is the entire agreement between the Parties. Modifications of this Contract will not be binding unless in writing, signed or initialed by the Party to be bound. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective. The Parties shall use diligence and good faith in performing all obligations under this Contract. This Contract shall not be recorded in the Official Records Books of the Clerk of Court, but is a public record of the County. This Contract shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between the Parties, and it shall be construed strictly in accordance with its terms.

10. Assignment. This Contract is not assignable.

11. Default. If for any reason other than a failure to make title marketable after diligent effort, either Party fails, refuses or neglects to perform this Contract, the other Party may, as its sole and exclusive remedy, terminate this Contract or seek specific performance thereof. In the event suit is brought or an attorney is retained by either Party to this Contract to enforce the terms of this agreement each Party shall their own expenses and costs thereto. If at any time prior to or within thirty (30) days after closing the

authority of either Party to enter into this Contract or complete this transaction is legally challenged, then in such event the Party may terminate this Contract or unwind the transaction. In such event, the party unwinding the transaction shall bear all costs. This paragraph shall survive the closing of this transaction.

12. Brokers. The Parties represent and warrant to each other that no brokers were involved in the listing of either Parcels or in the procurement of this transaction.

13. Construction; Interpretation. If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this Contract, and this Contract shall otherwise remain in full force and effect. The captions and paragraph headings used in this Contract are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

ATTEST:

_____ _____
Bill Kinsaul, Clerk **Tommy Hamm, Chairman**

Approved as to form:

_____
Office of County Attorney

FLORIDA COASTAL CLOSING & ESCROW, LLC

_____
By: _____

EXHIBIT A-1

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 132.4 FEET TO THE POINT OF BEGINNING; THENCE WEST 155 FEET; THENCE NORTH 50 FEET; THENCE EAST 155 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY OF LAZY ACRE ROAD. CONTAINING 6072 SQUARE FEET OR 0.139 ACRES, MORE OR LESS.

EXHIBIT A-2

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 16 WEST BAY, COUNTY, FLORIDA; THENCE NORTH 88°15'48" WEST FOR A DISTANCE OF 49.49 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF LAZY ACRE ROAD; THENCE NORTH 07°35'22" EAST ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY, FOR A DISTANCE OF 242.24 FEET; THENCE NORTH 01°57'18" EAST FOR A DISTANCE OF 17.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°00'30" WEST FOR A DISTANCE OF 200.00 FEET; THENCE NORTH 01°57'18" EAST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°00'30" EAST FOR A DISTANCE OF 200.00 FEET TO AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 01°57'18" WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6000 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.

Bay County Board of County Commissioners
Agenda Item Summary

Ratify Purchase of Ambulance Remounts

DEPARTMENT MAKING REQUEST/NAME:
Emergency Services, David Morrison

MEETING DATE: 1/3/2024

REQUESTED MOTION/ACTION:
Board ratify Purchase Order 20240148 to Frazer LTD.

AGENDA
Emergency Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
Other items for EMS in Fund 160-ARPA have been eliminated and/or reduced to fund the additional $101,250.00.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
The purchase of three ambulance remounts was approved in the FY 24 budget under Fund 160-ARPA. The amount approved was for $570,000. Due to price increases, the actual cost of the remounts will be $671,250.

To avoid further increases, county staff went forward with issuing a purchase order. The cost of $671,250 was secured using HGAC Contract # AM10-23.

Staff request the Board ratify Purchase Order 20240148 **(Exhibit 1)**.

ATTACHMENTS:

Description	Type
Purchase Order 20240148	Exhibit

BAY COUNTY
BOARD OF COUNTY COMMISSIONERS

BAY COUNTY, FLORIDA
840 WEST 11TH STREET
PANAMA CITY, FLORIDA 32401

PURCHASE ORDER NO. 20240148

PAGE NO. 1

FLORIDA SALES TAX EXEMPTION NO 85-8012621727C-9
FEDERAL TAX ID NO 59-6000512

VENDOR
123883
FRAZER LTD.
7219 RAMPART ST
HOUSTON TX 77081

SHIP TO
EMERGENCY MANAGEMENT
700 HWY 2300
SOUTHPORT, FL 32409

ATTN: S IMHOF
purchasing@baycountyfl.gov

ORDER DATE: 12/11/23	BUYER: S TAUNTON	REQ. NO.: 0	REQ. DATE:
TERMS: NET 45 DAYS	F.O.B.: DESTINATION	DESC.: 183209	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		(3) TYPE 1 12' REMOUNT NEW CHASSIS 2024 RAM 4500 DIESEL 4X4 PER THE ATTACHED QUOTES #Q3865-0001, 3866-0001, AND Q3867-0001 PER THE FEDERAL TERMS IN HGAC CONTRACT # AM10-23	671250.0000	671,250.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	20529	5808316	671,250.00	

PAGE TOTAL	$	671,250.00
TOTAL	$	671,250.00

APPROVED BY Karen Smith
DIRECTOR OF PURCHASING

Customer Quote

11/21/2023 4:22:55 PM

Estimate No:	Q3865-0001
Quote Date:	11/18/2023
Expiration Date:	11/30/2023
Salesperson:	SHA
Payment Terms:	Due on Delivery

Invoice To: 10079

Bay County Emergency Services
700 Highway 2300
Panama City FL 32409
US

Deliver To:

Bay County Emergency Services
700 Highway 2300
Panama City FL 32409
US

Order Instructions:

Terms: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X Type I 12' Remount	1.00	EA	$	137,050.00	$	137,050.00
Previously E-3023							
2	CHASSIS 2024 RAM 4500 Diesel 4x4	1.00	EA	$	81,500.00	$	81,500.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	$	0.00	$	0.00
4	CONTINGENCY Customer Contingency Fund	1.00	EA	$	5,000.00	$	5,000.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00
6	HGAC-RMT Contract No. AM10-23	1.00	EA	$	600.00	$	600.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

11/21/2023 4:22:55 PM

Estimate No:	Q3865-0001
Quote Date:	11/18/2023
Expiration Date:	11/30/2023
Salesperson:	SHA
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	224,150.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	224,150.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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For your convenience, all module pricing has been itemized below per quote Q3865-0001 for Bay County Emergency Services :

Base Module	$	29,275.00
Chassis Exterior	$	35,100.00
Module Exterior	$	55,875.00
Chassis Interior	$	3,650.00
Module Interior	$	13,150.00
Module Total	**$**	**137,050.00**

Items included in above totals:

1. Old Chassis: Make Road Ready	$	incl
2. Type I 12' Module	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	2,025.00
4. Mega Fuse Location: Inside the Engine Compartment	$	1,100.00
5. Chassis Paint Layout: Paint All Two Tone - Black and RED FLNA 3042	$	7,475.00
6. Chassis : 2024 RAM 4500, Diesel, 4x4, Regular Cab, 84" Cab to Axle, PW7 - Bright White Clear Coat	$	incl
7. Suspension: LiquidSpring	$	15,550.00
8. Wheel type: Factory Aluminum	$	incl
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	375.00
10. Road Force Elite tire and wheel balancing	$	incl
11. Chassis Steps: ArcRite with Sure Grip	$	1,350.00
12. Grille Guard: Grille Guard with Wraparounds	$	incl
13. Chassis Mud Flaps	$	450.00
14. 10" and 12" Air Horns	$	1,450.00
15. Compressor Type: Fast Recovery	$	1,875.00
16. Air Horn Switching Options: Momentary	$	125.00
17. Siren Amplifier: Howler	$	1,700.00
18. Window Tint (35% VLT) on Chassis Doors	$	375.00
19. Passenger's side Grille Light: Whelen M6 Red Light	$	100.00
20. Driver's side Grille Light: Whelen M6 Red Light	$	100.00
21. Passenger's side Intersect Light: Whelen M6 Red Light	$	100.00
22. Driver's side Intersect Light: Whelen M6 Red Light	$	100.00
23. Driver Fender Light: Whelen M6 Red Light	$	425.00

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24. Passenger Fender Light: Whelen M6 Red Light	$	425.00
Chassis Exterior Subtotal	**$**	**35,100.00**

Module Exterior:

25. New MEPS generator installed on chassis	$	10,000.00
26. 30 hour(s) of Body Work	$	3,750.00
27. Module Paint Layout: Non-White One Tone - Red - Pierce 90 (FLNA 3042)	$	21,900.00
28. Remove Conspicuity on Rear Wall	$	850.00
29. Rear Wall 3M Conspicuity Layout - Chevron : Red Base Color and Black - Reflective Overlay	$	2,025.00
30. Entry Door Conspicuity Layout - Squares : White Base Color	$	450.00
31. Conspicuity Strips on Compartments Matching the Rear Wall	$	375.00
32. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	250.00
33. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	250.00
34. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	250.00
35. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	250.00
36. Frazer Provided Graphics	$	3,750.00
37. Graphics Write-In Option 1: Graphics Write-In Option 1: *Note to Sales: Removed White/reflective "Bay County Fire" on exterior rear entry doors and replaced with "Bay County Fire" in Black/reflective (outlined in white) to match front and sides of module.	$	incl
38. Hidden Switch Behind the Passenger's Side of the Wrap Around	$	300.00
39. Shore Power: Single 30 Amp	$	1,050.00
40. Pigtail/Plug Option: Pigtail	$	incl
41. Reconnect Ignition Kill Switch	$	175.00
42. O2 Regulator - Ship Loose	$	250.00
43. All Cladding/Treadbrite:All new powdercoated black treadbrite at front, wheel wells, and rear corners	$	2,175.00
44. UNOC #3020 - Retrofit existing D/S rear storage compartment with (4) coat hooks, flat bars in back corners, and (2) SCBA brackets (same as E-3795-3796)	$	2,000.00
45. Module Window Option: Sliding Window	$	incl
46. Window Tint (5% VLT) on Rear and Side Entry Doors	$	375.00
47. Lower BTTs: 2 Grote Lights on each side	$	incl
48. Treadbrite Add on: Padeyes Below Rear Entry Doors	$	850.00
49. New Rear Bumper with Black Bedliner	$	1,900.00

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50. New Door Grabbers	$	incl
51. New Cast License Plate Light	$	incl
52. Replace Gas Hold-Open at Side Entry	$	incl
53. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)	$	1,900.00
54. UNOC #1463 - Furnish and install adjustable shelf in P/S rear storage compartment	$	800.00
Module Exterior Subtotal	**$**	**55,875.00**

Chassis Interior:

55. Siren Speakers: Whelen SA 315 Speakers	$	incl
56. Tap-2 on Primary Siren	$	incl
57. Siren Option: Whelen C9 Siren in Console	$	incl
58. Mic 1 on passenger's side slot 1	$	incl
59. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
60. Slot 1: Single Slot Switch Panel	$	incl
61. Slot 2: Siren 1	$	incl
62. Slot 3: Radio Plate: 7 L X 2 W opening dims Item ID 22667	$	incl
63. Slot 4: Single Blank	$	incl
64. Kussmaul USB/USB-C at Console	$	300.00
65. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	$	incl
66. New Armrest	$	300.00
67. Console Layout: 4-Slot Console	$	incl
68. Front Base of Console: 120VAC	$	700.00
69. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	250.00
70. Rear of Console: Single Mapholder	$	300.00
71. Chassis Rear Wall: 3 High Glove Box Holder	$	300.00
72. Camera System: Existing Voyager Monitor with Backup Camera	$	850.00
73. Tremco Anti-Theft System	$	650.00
Chassis Interior Subtotal	**$**	**3,650.00**

Module Interior:

74. New Lexan for Front Wall and Action Wall Cabinets	$	1,150.00

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75. New Cobalt Blue Interior Trim	$	500.00
76. Stainless Steel Side and Rear Entry Door Grab Rails (price covered under new Module Paint)	$	incl
77. 8 Grote Interior Lights and Light Bar Under AW Cabinet	$	3,625.00
78. 15 Qt. Engel Fridge	$	1,225.00
79. UNOC #3026 - Furnish and install an additional 2-high D-cylinder holder in front I/O cabinet, side-by-side with existing holder, inside the unistruts, both facing P/S	$	250.00
80. Action Wall Switch Layout : Interior Lights; Dimmer; Existing Switch (Ventilation Fan); Module Heater - Hi/Off/Low;	$	incl
81. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear Load;	$	incl
82. UNOC #3028 - Furnish and install new 8-switch panel at action wall location 1; switch layout to be: Interior Lights - Front Interior Lights - Vent Fan - Module Heater Hi/Off/Low - Lock/Unlock - Blank - Blank - Blank	$	225.00
83. UNOC #3029 - Relocate thermostat to action wall location 9	$	50.00
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85. Two Seating Positions at the Squad Bench - 1 and 3	$	incl
86. Harness Type for Seat Position 3: No Harness	$	incl
87. New Glove Box & Handrail at the Head of the Squad Bench	$	450.00
88. Keep Existing - Squad bench with 3 seated positions	$	incl
89. UNOC #2476 - Replace Lexan trash can lid and hinges at head of squad bench	$	75.00
90. O2 Outlet in Ceiling Raceway	$	1,350.00
91. In-Module Camera at the Rear Headknocker Position	$	775.00
92. Captain's Chair Type: Standard Captain's Chair with 4pt. Harness	$	1,825.00
93. Module Heater : New	$	incl
94. *Note to Engineering: Customer requests that valve for module heater be installed on side of compartment rather than beneath it (see E-3914)	$	incl
95. Customer Provided Items Processing Fee	$	1,000.00
Module Interior Subtotal	**$**	**13,150.00**

Standard Terms and Conditions

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the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Frazer Warranty and Service Provisions

1.0 **WARRANTIES:** Frazer, Ltd. warrants that the Goods (1) have no history of material failure or malfunction, (2) are furnished in strict accordance with any drawings, designs or other requirements (including performance specifications) approved by the customer, and good industry practices, (3) are new and un-repaired except as approved by the customer for a remount.

Frazer, Ltd. warrants a new module against failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for the life of the module, as long as it is in the possession of and not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants a remount module against failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for 2 years, as long as it is in the possession of and not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants components and equipment furnished by others and installed on the module for the period designated by the component or equipment manufacturer provided the components and equipment and any related installation mounts are not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants the electrical system wiring against defects, shorts, and malfunctions for 5 years as long as it is in possession of and not repaired or modified by or on behalf of the original owner. This warranty specifically excludes electrical system components beyond one year unless a longer warranty is provided by the component manufacturer. Bulbs, fixtures, switches, relays, all truck related electrical systems, generator set, and other components are not covered beyond the warranty provided by the original equipment manufacturer. This warranty does not cover abuse, neglect, accident damage, normal adjustments, tampering, modifications, and unauthorized hook-ups for radios and various charging equipment.

If a Frazer module is repaired, remounted, or modified by any third party not authorized by Frazer, the warranties mentioned above shall be considered void and non-binding. Frazer, Ltd. shall be notified in the event that a module is going to be repaired, remounted, or modified by any third party.

The following parts carry manufacturer's warranties, all of which begin from their in-service date with the end user, except as designated below:

• Truck Chassis	Original Equipment Manufacturer Warranty
• Mobile Electric Power Solutions (MEPS)	1 year
• Cummins Onan generator	2 years or 2,000 hours

• Harrison Hydra-Gen hPower systems	1 year
• AAP-Dometic air conditioner/heater	4 years parts & labor
• Whelen and/ or Federal Signal LEDs	5 years limited warranty
• Whelen siren	5 years limited warranty
• SSCOR mounted suction	1 year
• Lambda power supply	Limited lifetime
• Progressive Dynamics battery charger	1 year
• Module paint, Striping & Lettering	5 years

2.0 DISCLAIMER OF WARRANTIES: Frazer, Ltd. specifically disclaims any warranty of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description in this document.

3.0 PERFORMANCE BOND CLAUSE: Frazer, Ltd. specifically limits any warranty claims to one year with relation to any Performance Bond. All warranties will be bonded for only one (1) year from date of acceptance. Warranties extending longer than one (1) year will not be bonded past (1) year of date of acceptance.

Customer Quote

11/29/2023 12:27:05 PM

Estimate No:	Q3866-0001
Quote Date:	11/18/2023
Expiration Date:	11/30/2023
Salesperson:	SHA
Payment Terms:	Due on Delivery

Invoice To: 10079

Bay County Emergency Services
700 Highway 2300
Panama City FL 32409
US

Deliver To:

Bay County Emergency Services
700 Highway 2300
Panama City FL 32409
US

Order Instructions:

Terms: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X Type I 12' Remount	1.00	EA	$	137,050.00	$	137,050.00
Previously E-3024							
2	CHASSIS 2024 RAM 4500 Diesel 4x4	1.00	EA	$	81,500.00	$	81,500.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	$	0.00	$	0.00
4	CONTINGENCY Customer Contingency Fund	1.00	EA	$	5,000.00	$	5,000.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00
6	HGAC-RMT Contract No. AM10-23 (Same PO as Q3865)	1.00	EA	$	0.00	$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

11/29/2023 12:27:05 PM

Estimate No:	Q3866-0001
Quote Date:	11/18/2023
Expiration Date:	11/30/2023
Salesperson:	SHA
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	223,550.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	223,550.00

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For your convenience, all module pricing has been itemized below per quote Q3866-0001 for Bay County Emergency Services :

Base Module	$	29,275.00
Chassis Exterior	$	35,100.00
Module Exterior	$	55,875.00
Chassis Interior	$	3,650.00
Module Interior	$	13,150.00
Module Total	**$**	**137,050.00**

Items included in above totals:

1. Old Chassis: Make Road Ready	$	incl
2. Type I 12' Module	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	2,025.00
4. Mega Fuse Location: Inside the Engine Compartment	$	1,100.00
5. Chassis Paint Layout: Paint All Two Tone - Black and RED FLNA 3042	$	7,475.00
6. Chassis : 2024 RAM 4500, Diesel, 4x4, Regular Cab, 84" Cab to Axle, PW7 - Bright White Clear Coat	$	incl
7. Suspension: LiquidSpring	$	15,550.00
8. Wheel type: Factory Aluminum	$	incl
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	375.00
10. Road Force Elite tire and wheel balancing	$	incl
11. Chassis Steps: ArcRite with Sure Grip	$	1,350.00
12. Grille Guard: Grille Guard with Wraparounds	$	incl
13. Chassis Mud Flaps	$	450.00
14. 10" and 12" Air Horns	$	1,450.00
15. Compressor Type: Fast Recovery	$	1,875.00
16. Air Horn Switching Options: Momentary	$	125.00
17. Siren Amplifier: Howler	$	1,700.00
18. Window Tint (35% VLT) on Chassis Doors	$	375.00
19. Passenger's side Grille Light: Whelen M6 Red Light	$	100.00
20. Driver's side Grille Light: Whelen M6 Red Light	$	100.00
21. Passenger's side Intersect Light: Whelen M6 Red Light	$	100.00
22. Driver's side Intersect Light: Whelen M6 Red Light	$	100.00
23. Driver Fender Light: Whelen M6 Red Light	$	425.00

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24. Passenger Fender Light: Whelen M6 Red Light	$	425.00
Chassis Exterior Subtotal	**$**	**35,100.00**

Module Exterior:

25. New MEPS generator installed on chassis	$	10,000.00
26. 30 hour(s) of Body Work	$	3,750.00
27. Module Paint Layout: Non-White One Tone - Red - Pierce 90 (FLNA 3042)	$	21,900.00
28. Remove Conspicuity on Rear Wall	$	850.00
29. Rear Wall 3M Conspicuity Layout - Chevron : Red Base Color and Black - Reflective Overlay	$	2,025.00
30. Entry Door Conspicuity Layout - Squares : White Base Color	$	450.00
31. Conspicuity Strips on Compartments Matching the Rear Wall	$	375.00
32. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	250.00
33. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	250.00
34. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	250.00
35. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	250.00
36. Frazer Provided Graphics	$	3,750.00
37. Graphics Write-In Option 1: Graphics Write-In Option 1: *Note to Sales: Removed White/reflective "Bay County Fire" on exterior rear entry doors and replaced with "Bay County Fire" in Black/reflective (outlined in white) to match front and sides of module.	$	incl
38. Hidden Switch Behind the Passenger's Side of the Wrap Around	$	300.00
39. Shore Power: Single 30 Amp	$	1,050.00
40. Pigtail/Plug Option: Pigtail	$	incl
41. Reconnect Ignition Kill Switch	$	175.00
42. O2 Regulator - Ship Loose	$	250.00
43. All Cladding/Treadbrite:All new powdercoated black treadbrite at front, wheel wells, and rear corners	$	2,175.00
44. UNOC #3020 - Retrofit existing D/S rear storage compartment with (4) coat hooks, flat bars in back corners, and (2) SCBA brackets (same as E-3795-3796)	$	2,000.00
45. Module Window Option: Sliding Window	$	incl
46. Window Tint (5% VLT) on Rear and Side Entry Doors	$	375.00
47. Lower BTTs: 2 Grote Lights on each side	$	incl
48. Treadbrite Add on: Padeyes Below Rear Entry Doors	$	850.00
49. New Rear Bumper with Black Bedliner	$	1,900.00

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50. New Door Grabbers	$	incl
51. New Cast License Plate Light	$	incl
52. Replace Gas Hold-Open at Side Entry	$	incl
53. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)	$	1,900.00
54. UNOC #1463 - Furnish and install adjustable shelf in P/S rear storage compartment	$	800.00
Module Exterior Subtotal	**$**	**55,875.00**

Chassis Interior:

55. Siren Speakers: Whelen SA 315 Speakers	$	incl
56. Tap-2 on Primary Siren	$	incl
57. Siren Option: Whelen C9 Siren in Console	$	incl
58. Mic 1 on passenger's side slot 1	$	incl
59. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
60. Slot 1: Single Slot Switch Panel	$	incl
61. Slot 2: Siren 1	$	incl
62. Slot 3: Radio Plate: 7 L X 2 W opening dims Item ID 22667	$	incl
63. Slot 4: Single Blank	$	incl
64. Kussmaul USB/USB-C at Console	$	300.00
65. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	$	incl
66. New Armrest	$	300.00
67. Console Layout: 4-Slot Console	$	incl
68. Front Base of Console: 120VAC	$	700.00
69. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	250.00
70. Rear of Console: Single Mapholder	$	300.00
71. Chassis Rear Wall: 3 High Glove Box Holder	$	300.00
72. Camera System: Existing Voyager Monitor with Backup Camera	$	850.00
73. Tremco Anti-Theft System	$	650.00
Chassis Interior Subtotal	**$**	**3,650.00**

Module Interior:

74. New Lexan for Front Wall and Action Wall Cabinets	$	1,150.00

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75. New Cobalt Blue Interior Trim	$	500.00
76. Stainless Steel Side and Rear Entry Door Grab Rails (price covered under new Module Paint)	$	incl
77. 8 Grote Interior Lights and Light Bar Under AW Cabinet	$	3,625.00
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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

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INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Frazer Warranty and Service Provisions

1.0 **WARRANTIES:** Frazer, Ltd. warrants that the Goods (1) have no history of material failure or malfunction, (2) are furnished in strict accordance with any drawings, designs or other requirements (including performance specifications) approved by the customer, and good industry practices, (3) are new and un-repaired except as approved by the customer for a remount.

Frazer, Ltd. warrants a new module against failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for the life of the module, as long as it is in the possession of and not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants a remount module against failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for 2 years, as long as it is in the possession of and not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants components and equipment furnished by others and installed on the module for the period designated by the component or equipment manufacturer provided the components and equipment and any related installation mounts are not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants the electrical system wiring against defects, shorts, and malfunctions for 5 years as long as it is in possession of and not repaired or modified by or on behalf of the original owner. This warranty specifically excludes electrical system components beyond one year unless a longer warranty is provided by the component manufacturer. Bulbs, fixtures, switches, relays, all truck related electrical systems, generator set, and other components are not covered beyond the warranty provided by the original equipment manufacturer. This warranty does not cover abuse, neglect, accident damage, normal adjustments, tampering, modifications, and unauthorized hook-ups for radios and various charging equipment.

If a Frazer module is repaired, remounted, or modified by any third party not authorized by Frazer, the warranties mentioned above shall be considered void and non-binding. Frazer, Ltd. shall be notified in the event that a module is going to be repaired, remounted, or modified by any third party.

The following parts carry manufacturer's warranties, all of which begin from their in-service date with the end user, except as designated below:

• Truck Chassis	Original Equipment Manufacturer Warranty
• Mobile Electric Power Solutions (MEPS)	1 year
• Cummins Onan generator	2 years or 2,000 hours

• Harrison Hydra-Gen hPower systems	1 year
• AAP-Dometic air conditioner/heater	4 years parts & labor
• Whelen and/ or Federal Signal LEDs	5 years limited warranty
• Whelen siren	5 years limited warranty
• SSCOR mounted suction	1 year
• Lambda power supply	Limited lifetime
• Progressive Dynamics battery charger	1 year
• Module paint, Striping & Lettering	5 years

2.0 DISCLAIMER OF WARRANTIES: Frazer, Ltd. specifically disclaims any warranty of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description in this document.

3.0 PERFORMANCE BOND CLAUSE: Frazer, Ltd. specifically limits any warranty claims to one year with relation to any Performance Bond. All warranties will be bonded for only one (1) year from date of acceptance. Warranties extending longer than one (1) year will not be bonded past (1) year of date of acceptance.

Customer Quote

11/29/2023 12:39:33 PM

Estimate No:	Q3867-0001
Quote Date:	11/18/2023
Expiration Date:	11/30/2023
Salesperson:	SHA
Payment Terms:	Due on Delivery

Invoice To: 10079

Bay County Emergency Services
700 Highway 2300
Panama City FL 32409
US

Deliver To:

Bay County Emergency Services
700 Highway 2300
Panama City FL 32409
US

Order Instructions:

Terms: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X Type I 12' Remount	1.00	EA	$	137,050.00	$	137,050.00
Previously E-3025							
2	CHASSIS 2024 RAM 4500 Diesel 4x4	1.00	EA	$	81,500.00	$	81,500.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	$	0.00	$	0.00
4	CONTINGENCY Customer Contingency Fund	1.00	EA	$	5,000.00	$	5,000.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00
6	HGAC-RMT Contract No. AM10-23 (Same PO as Q3865)	1.00	EA	$	0.00	$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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11/29/2023 12:39:33 PM

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Salesperson:	SHA
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	223,550.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	223,550.00

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For your convenience, all module pricing has been itemized below per quote Q3867-0001 for Bay County Emergency Services :

Base Module	$	29,275.00
Chassis Exterior	$	35,100.00
Module Exterior	$	55,875.00
Chassis Interior	$	3,650.00
Module Interior	$	13,150.00
Module Total	**$**	**137,050.00**

Items included in above totals:

1. Old Chassis: Make Road Ready	$	incl
2. Type I 12' Module	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	2,025.00
4. Mega Fuse Location: Inside the Engine Compartment	$	1,100.00
5. Chassis Paint Layout: Paint All Two Tone - Black and RED FLNA 3042	$	7,475.00
6. Chassis : 2024 RAM 4500, Diesel, 4x4, Regular Cab, 84" Cab to Axle, PW7 - Bright White Clear Coat	$	incl
7. Suspension: LiquidSpring	$	15,550.00
8. Wheel type: Factory Aluminum	$	incl
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	375.00
10. Road Force Elite tire and wheel balancing	$	incl
11. Chassis Steps: ArcRite with Sure Grip	$	1,350.00
12. Grille Guard: Grille Guard with Wraparounds	$	incl
13. Chassis Mud Flaps	$	450.00
14. 10" and 12" Air Horns	$	1,450.00
15. Compressor Type: Fast Recovery	$	1,875.00
16. Air Horn Switching Options: Momentary	$	125.00
17. Siren Amplifier: Howler	$	1,700.00
18. Window Tint (35% VLT) on Chassis Doors	$	375.00
19. Passenger's side Grille Light: Whelen M6 Red Light	$	100.00
20. Driver's side Grille Light: Whelen M6 Red Light	$	100.00
21. Passenger's side Intersect Light: Whelen M6 Red Light	$	100.00
22. Driver's side Intersect Light: Whelen M6 Red Light	$	100.00
23. Driver Fender Light: Whelen M6 Red Light	$	425.00

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24. Passenger Fender Light: Whelen M6 Red Light	$	425.00
Chassis Exterior Subtotal	**$**	**35,100.00**

Module Exterior:

25. New MEPS generator installed on chassis	$	10,000.00
26. 30 hour(s) of Body Work	$	3,750.00
27. Module Paint Layout: Non-White One Tone - Red - Pierce 90 (FLNA 3042)	$	21,900.00
28. Remove Conspicuity on Rear Wall	$	850.00
29. Rear Wall 3M Conspicuity Layout - Chevron : Red Base Color and Black - Reflective Overlay	$	2,025.00
30. Entry Door Conspicuity Layout - Squares : White Base Color	$	450.00
31. Conspicuity Strips on Compartments Matching the Rear Wall	$	375.00
32. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	250.00
33. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	250.00
34. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	250.00
35. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	250.00
36. Frazer Provided Graphics	$	3,750.00
37. Graphics Write-In Option 1: Graphics Write-In Option 1: *Note to Sales: Removed White/reflective "Bay County Fire" on exterior rear entry doors and replaced with "Bay County Fire" in Black/reflective (outlined in white) to match front and sides of module.	$	incl
38. Hidden Switch Behind the Passenger's Side of the Wrap Around	$	300.00
39. Shore Power: Single 30 Amp	$	1,050.00
40. Pigtail/Plug Option: Pigtail	$	incl
41. Reconnect Ignition Kill Switch	$	175.00
42. O2 Regulator - Ship Loose	$	250.00
43. All Cladding/Treadbrite:All new powdercoated black treadbrite at front, wheel wells, and rear corners	$	2,175.00
44. UNOC #3020 - Retrofit existing D/S rear storage compartment with (4) coat hooks, flat bars in back corners, and (2) SCBA brackets (same as E-3795-3796)	$	2,000.00
45. Module Window Option: Sliding Window	$	incl
46. Window Tint (5% VLT) on Rear and Side Entry Doors	$	375.00
47. Lower BTTs: 2 Grote Lights on each side	$	incl
48. Treadbrite Add on: Padeyes Below Rear Entry Doors	$	850.00
49. New Rear Bumper with Black Bedliner	$	1,900.00

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50. New Door Grabbers	$	incl
51. New Cast License Plate Light	$	incl
52. Replace Gas Hold-Open at Side Entry	$	incl
53. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)	$	1,900.00
54. UNOC #1463 - Furnish and install adjustable shelf in P/S rear storage compartment	$	800.00
Module Exterior Subtotal	**$**	**55,875.00**

Chassis Interior:

55. Siren Speakers: Whelen SA 315 Speakers	$	incl
56. Tap-2 on Primary Siren	$	incl
57. Siren Option: Whelen C9 Siren in Console	$	incl
58. Mic 1 on passenger's side slot 1	$	incl
59. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
60. Slot 1: Single Slot Switch Panel	$	incl
61. Slot 2: Siren 1	$	incl
62. Slot 3: Radio Plate: 7 L X 2 W opening dims Item ID 22667	$	incl
63. Slot 4: Single Blank	$	incl
64. Kussmaul USB/USB-C at Console	$	300.00
65. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	$	incl
66. New Armrest	$	300.00
67. Console Layout: 4-Slot Console	$	incl
68. Front Base of Console: 120VAC	$	700.00
69. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	250.00
70. Rear of Console: Single Mapholder	$	300.00
71. Chassis Rear Wall: 3 High Glove Box Holder	$	300.00
72. Camera System: Existing Voyager Monitor with Backup Camera	$	850.00
73. Tremco Anti-Theft System	$	650.00
Chassis Interior Subtotal	**$**	**3,650.00**

Module Interior:

74. New Lexan for Front Wall and Action Wall Cabinets	$	1,150.00

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75. New Cobalt Blue Interior Trim	$	500.00
76. Stainless Steel Side and Rear Entry Door Grab Rails (price covered under new Module Paint)	$	incl
77. 8 Grote Interior Lights and Light Bar Under AW Cabinet	$	3,625.00
78. 15 Qt. Engel Fridge	$	1,225.00
79. UNOC #3026 - Furnish and install an additional 2-high D-cylinder holder in front I/O cabinet, side-by-side with existing holder, inside the unistruts, both facing P/S	$	250.00
80. Action Wall Switch Layout : Interior Lights; Dimmer; Existing Switch (Ventilation Fan); Module Heater - Hi/Off/Low;	$	incl
81. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear Load;	$	incl
82. UNOC #3028 - Furnish and install new 8-switch panel at action wall location 1; switch layout to be: Interior Lights - Front Interior Lights - Vent Fan - Module Heater Hi/Off/Low - Lock/Unlock - Blank - Blank - Blank	$	225.00
83. UNOC #3029 - Relocate thermostat to action wall location 9	$	50.00
84. UNOC #1714 - Furnish and install new Emergency Time Management clock in existing rear headknocker	$	650.00
85. Two Seating Positions at the Squad Bench - 1 and 3	$	incl
86. Harness Type for Seat Position 3: No Harness	$	incl
87. New Glove Box & Handrail at the Head of the Squad Bench	$	450.00
88. Keep Existing - Squad bench with 3 seated positions	$	incl
89. UNOC #2476 - Replace Lexan trash can lid and hinges at head of squad bench	$	75.00
90. O2 Outlet in Ceiling Raceway	$	1,350.00
91. In-Module Camera at the Rear Headknocker Position	$	775.00
92. Captain's Chair Type: Standard Captain's Chair with 4pt. Harness	$	1,825.00
93. Module Heater : New	$	incl
94. *Note to Engineering: Customer requests that valve for module heater be installed on side of compartment rather than beneath it (see E-3914)	$	incl
95. Customer Provided Items Processing Fee	$	1,000.00
Module Interior Subtotal	**$**	**13,150.00**

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is canceled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of

the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

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LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

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INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

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Frazer, Ltd. warrants the electrical system wiring against defects, shorts, and malfunctions for 5 years as long as it is in possession of and not repaired or modified by or on behalf of the original owner. This warranty specifically excludes electrical system components beyond one year unless a longer warranty is provided by the component manufacturer. Bulbs, fixtures, switches, relays, all truck related electrical systems, generator set, and other components are not covered beyond the warranty provided by the original equipment manufacturer. This warranty does not cover abuse, neglect, accident damage, normal adjustments, tampering, modifications, and unauthorized hook-ups for radios and various charging equipment.

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• Lambda power supply	Limited lifetime
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Bay County Board of County Commissioners
Agenda Item Summary

County Road 2297 Allanton Road Safety Improvements Project

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 1/3/2024
Public Works Department Keith C. Bryant, P.E., PTOE, Chief Infrastructure Officer	

REQUESTED MOTION/ACTION:
Board: a) approve the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) construction of CR2297 Allanton Road Safety Improvements Project; and, b) authorize the chairman to sign the agreement, resolution and any necessary modifications as approved by the county attorney.

AGENDA	**BUDGETED ITEM?** No
Public Works - Consent	BUDGET ACTION: Budget amendment will be required to recognize the revenues and expenditures of these funds. FINANCIAL IMPACT SUMMARY STATEMENT: No impact as project will require no local match. 0102-5616302

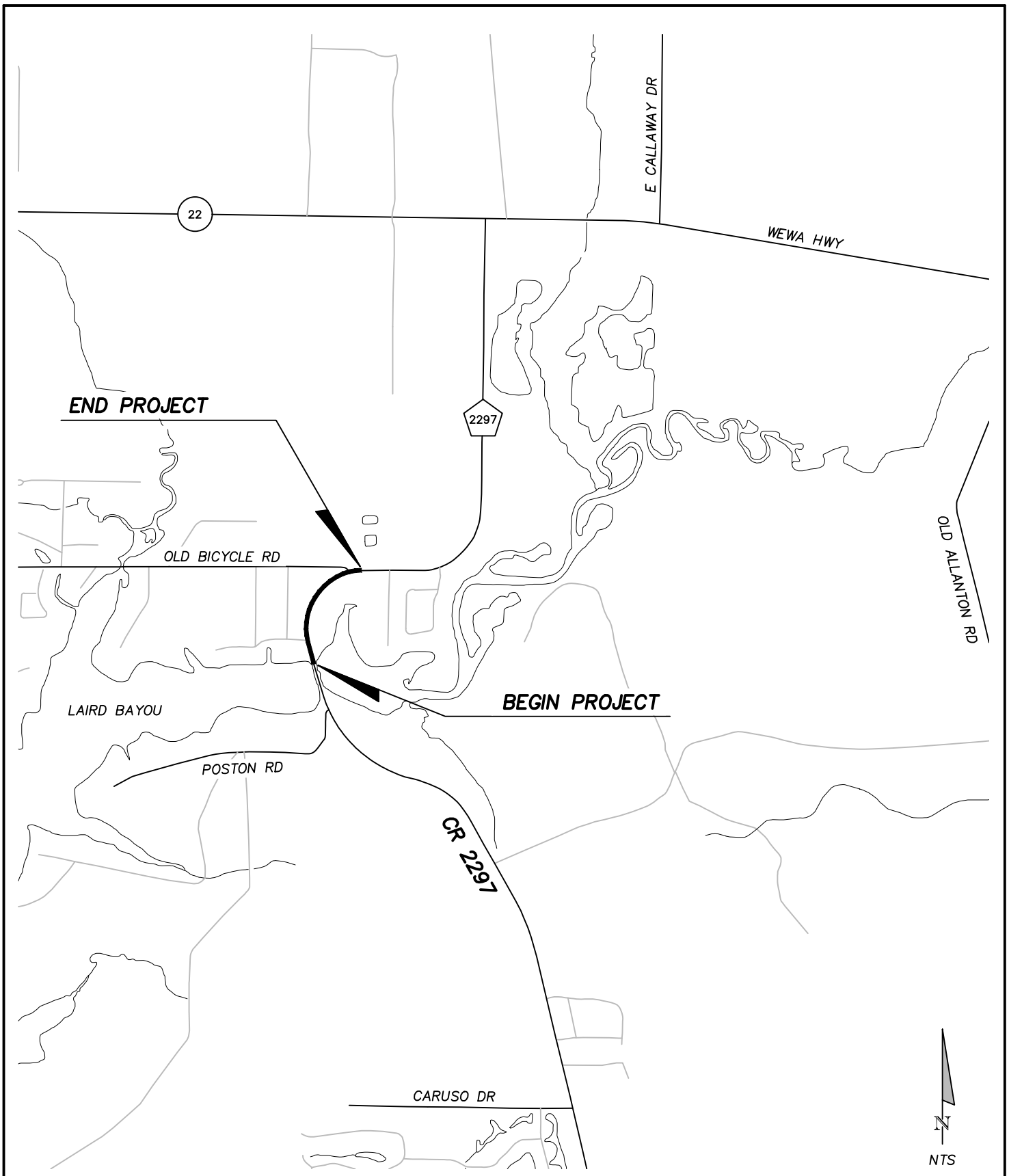
BACKGROUND:
Bay County is entering into a LAP Agreement with the Florida Department of Transportation (FDOT) for safety improvements on CR 2297 between Old Bicycle Road and Poston Road **(Exhibit 1).** The project consists of construction of 5' paved shoulders through the CR 2297 curve, and installing speed limit and speed feedback signs in advance of the CR 2297 curve. The project will also include upgrading signage and pavement markings by installing curve warning signs, raised pavement markers along the centerline and edgeline, as well as installing chevron signs through the curve. No additional right-of-way will be required for the project.

FDOT request the Board adopt a resolution **(Exhibit 2)** authorizing the chairman to sign the agreement **(Exhibit 3).** The agreement authorizes funds in the amount of $216,658 for the project with no local match required.

ATTACHMENTS:

Description	Type
Exhibit 1	Exhibit
Exhibit 2	Exhibit
Exhibit 3	Exhibit

EXHIBIT 1



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

CR 2297 SAFETY IMPROVEMENTS PROJECT
LOCATION MAP

SCALE	DATE DRAWN	BY	CHECKED BY	PROJECT#	PAGE
AS SHOWN	10/30/23	LW	JA	7642	1 OF 1

S:\C3D\76xx\7642 CR2297 Safety Improvements Project\dwg\7642 CR2297 LocMap.dwg ~ Date plotted: October 30, 2023 – 1:52pm

RESOLUTION NO.__ ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AUTHORISING THE COUNTY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR CONSTRUCTION OF PAVED SHOULDERS FOR CR2297 FROM POSTON RD TO BLUE HERON DRIVE AND PROVIDING AN EFFECTIVE DATE

RECITALS

WHEREAS, the State of Florida Department of Transportation ("Department") has tentatively agreed to obtain and provide funding for the Construction of Paved Shoulders along CR2297 between Poston Road and Blue Heron Drive, in Bay County, Florida; and

WHEREAS, approval of federal aid necessary to the project requires agreement by the Board of County Commissioners of Bay County, Florida to undertake said project; and

WHEREAS, the Board of County Commissioners of Bay County, Florida ("Board") desires to cooperate by undertaking the project,

NOW, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida as follows:

Section 1. Authority. The Chair of the Board of County Commissioners is authorized to enter into and execute the appropriate Local Agency Program Agreement with the Department.

Section 2. Effective date. This resolution shall become effective upon adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this _____day of _____2024.

_____
Tommy Hamm, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 444029-1-58-01	FPN:	FPN:
Federal No (FAIN): D319 068 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSS	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: Bay (46) Contract No:

Recipient Vendor No: VF596000512107 Recipient Unique Entity ID SAM No: YWJLCFZMLNM6

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____ (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Bay County, B.O.C.C. ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of CR 2297 Allanton Road Safety Improvements Project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 216,658. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $216,658 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time,

adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, 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 Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

<u>* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.</u>

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Bay County, B.O.C.C.

By: _____
Name: Tommy Hamm
Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 444029-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Bay County, B.O.C.C. (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.73 Miles

PROJECT DESCRIPTION: This project is for the Construction with CEI to be mnaged by Bay county for the CR 2297 Allanton Road from Poston Road to Blue Heron Drive Project. The project will consist of constructing 5' paved shoulders through the CR 2297 curve, and installing speed limit and speed feedback signs in advance of the CR 2297 curve. The project will also include upgrading signage and pavement markings by installing curve warning signs, raised pavement markers along the centerline and edgeline, as well as installing chevron signs through the curve. No additional right-of-way will be required for the project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall provide a copy of the 60%, 90%, and final plans for the Department's review and approval.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by .
b) Design to be completed by .
c) Right-of-Way requirements identified and provided to the Department by .
d) Right-of-Way to be certified by .
e) Construction contract to be let by .
f) Construction to be completed by March 31, 2025 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Bay County, B.O.C.C. 840 West 11th Street Panama CIty, FL. 32401	444029-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2024 (Safety)	$ 216,658.00	$ 0.00	$ 0.00	$ 216,658.00
FY: (Insert Program Name)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
FY: (Insert Program Name)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Construction Cost	$ 216,658.00	$ 0.00	$ 0.00	$ 216,658.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 216,658.00	$ 0.00	$ 0.00	$ 216,658.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator
District Grant Manager Name

_____
Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$216,658.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate 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 agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Bay County Board of County Commissioners
Agenda Item Summary

Memorandum of Understanding with Airport Authority Board and Bay County

DEPARTMENT MAKING REQUEST/NAME:
County Attorney's Office, Michael J. Hauversburk, Assistant County Attorney

MEETING DATE: 1/3/2024

REQUESTED MOTION/ACTION:
Board approve the Memorandum of Understanding between the Airport Authority Board and BOCC for the placement of Bay County Fire Truck and personnel at the Airport facility and authorize the chairman to sign the same.

AGENDA
County Attorney - Regular

BUDGETED ITEM? No
BUDGET ACTION:
Budget amendment needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
General Fund reserve cash will be used.

BACKGROUND:
The continuing development of West and Northwest Bay County has increased the demand to Fire/ALS service to those areas. Pending the construction of the new Fire Station on Hwy 388, an interim solution has been developed where the ECP Airport Public Safety Building will host a Bay County Fire ALS qualified fire truck and a two-member crew for a term up to three years. In exchange, Bay County will underwrite the cost of installing a fiber optic conduit from the Bay County tie point to the Airport duct bank and accessing the AT&T vaults – said cost not to exceed $80,000. The Airport Board approved the MOU at its meeting on 12/20/23.

Staff recommends the Board approve the MOU as approved and executed by the Airport Board, and authorize the chairman to sign the MOU.

ATTACHMENTS:

Description	Type
MOU - Airport Authority & BOCC - Shared Use of Airport Public Safety Building	Exhibit

INTERLOCAL AGREEMENT
BETWEEN THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
FOR THE SHARED USE OF THE AIRPORT PUBLIC SAFETY BUILDING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between BAY COUNTY, FLORIDA, acting by and through its Bay County Board of County Commissioners (the "County") and the Panama City-Bay County Airport and Industrial District (the "Airport").

1. Background Facts. The following facts are true and correct and form the basis for this Agreement:

A. The Airport owns and operates a Public Safety Building facility located near Johnny Reaver Rd. (the "Airport Public Safety Building") in which it operates a fire department with responsibilities for airport firefighting duties with an emphasis on aircraft rescue and firefighting.

B. The County operates a fire services division which serves the rural and suburban areas of Bay County responding to structure and wildland fires as well as first responder calls in assistance to Bay County Emergency Medical Services (the "County Fire Services").

C. County Fire Services operates Fire Station 6 on Laird Park Rd, and services the West Bay Fire District from that facility. Fire Station 6 is in the process of being discontinued, and a replacement facility on the realigned portion of S.R. 388 has not yet been constructed (the "388 Fire Station").

D. The County desires to locate a fire engine with ALS capable crew at the Airport Public Safety Building until the 388 Fire Station is in operation.

E. On the terms and subject to the conditions stated herein, the Airport is willing to allow the County to locate a fire engine and crew at the Airport Public Safety Building.

2. Use of Airport Public Safety Building.

A. The Airport agrees to allow the County to locate a fire engine at a mutually acceptable place on the Airport Public Safety Building parking lot area outside the security gate which may, upon mutual agreement of the parties, be relocated as the Airport deems necessary to accommodate the Airport's existing operations. The Airport agrees to provide parking and berthing space for two (2) crew members at the Airport Public Safety Building. The Airport agrees to allow the County crew members to use the common living and work areas of the Airport Public Safety Building in common with the Airport Firefighters. The County fire engine and crew members shall be stationed primarily to respond to calls within the West Bay Fire District.

B. The County agrees to provide all furniture and equipment necessary for its crew and the engine, and to provide all necessaries for their support.

C. The County agrees that the County's crew will follow all rules, regulations, and directions of the Airport's fire chief regarding use of the common living and work areas at the Airport Public Safety Building.

D. In order to provide access to the Public Safety Building, the Airport will require the County's crew that is assigned to the ALS Fire Engine and their immediate command staff to complete the SIDA/AOA badge application process, which includes a fingerprinting and Security Threat Assessment. Upon successful completion of the badging process, the Airport will issue individual badges to the assigned personnel and the immediate Command Staff. In the event staffing requires temporary reassignment of personnel, the Airport will assist in accommodating the crew members without badges.

3. Fiber Optic Project. In consideration of the County's use of the Airport Public Safety Building as more fully described in section 2, the County will procure the installation of directional boring and fiber optical utility installation connecting the Airport to the County's emergency management network and any other associated costs in substantially the same size and scope as the work described on the bid document attached hereto as Exhibit "A'" (hereinafter the "Fiber Project") with the in an amount not to exceed Eighty Thousand Dollars ($80,000.00).

A. The County shall procure and supervise the Fiber Project in accordance with its own practices and procedures subject to the final inspection and approval of the Airport's Executive Director. In the event that cost of the Fiber Project, the Airport will reimburse the County for any excess cost upon completion of the Fiber Project.

B. The County shall use its best efforts to complete the Fiber Project within six (6) months of the Effective Date of this Interlocal Agreement. In the event that the County is unable to complete the Fiber Project, through no fault of its own, the County shall promptly notify the Airport in writing of the delay and provide a new estimate for completion.

3. Term and Termination. This Agreement shall begin on the Effective Date pursuant to Section 5(E) herein and shall continue for three (3) years thereafter.

4. Damage/Insurance/Indemnity.

A. The County agrees that it shall be responsible for any damage to the Airport Public Safety Building, or its equipment or fixtures, caused by the County's use of the facility, ordinary wear and tear excepted.

B. The County shall maintain, throughout the term of this Agreement and any renewals, general liability insurance in an amount of not less than $1,000,000.00 per occurrence, $2,000,000.00 aggregate covering its activities pursuant to this Interlocal Agreement. The policy shall be obtained from a liability insurance carrier rated A or higher, under a policy approved for use in the State of Florida. The County shall provide the Airport with a Certificate of Insurance naming "Panama City-Bay County Airport and Industrial District, its officers, employees, and agents" as

additional insureds under the County's policy and unconditionally entitling the Airport to thirty days' notice of cancellation of such policy or any of the coverages provided by such policy.

C. The Airport and County acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury, or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Airport and County agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

D. Notwithstanding the foregoing, the County shall be responsible to for all damages to the Property that may be caused during the County's use of the Property. Furthermore, the County shall not do or permit any act or thing to be done upon the Property which may subject the Airport to any liability or responsibility for injury, damages to persons or property, or to any liability because of any violation of any requirement, and shall exercise such control over the Property as to fully protect he Airport against any such liability.

E. The County shall indemnify and save the Airport and its directors, officers, employees, and agents ("Airport Indemnified Parties") harmless from and against:

(i) all losses, liabilities, damages, judgments, claims, or causes of action, inclusive of attorneys' fees ("Claims") against the Airport and Airport Indemnified Parties directly arising from any act, omission (where the County has a duty to act), or negligence of the County or its contractors, licensees, agents, servants, employees, invitees, or visitors ("County Parties");

(ii) all Claims against the Airport and Airport Indemnified Parties arising from any accident, injury, or damage whatsoever caused by any act, omission (where the County has a duty to act), or negligence of the County or County Parties to any person or to the property of any person and occurring during the Term in or about the Property;

(iii) all Claims against the Airport or Airport Indemnified Parties arising from any accident, injury, or damage occurring outside of the Property but anywhere within or about the Property, where such accident, injury, or damage results or is claimed to have resulted from an act, omission, or negligence of the County or County Parties;

(iv) any breach, violation, or non-performance of any covenant, condition, or agreement in this Agreement set forth and contained on the part of the County to be fulfilled, kept, observed, and performed.

5. Miscellaneous.

A. Not a Landlord/Tenant Relationship. The County acknowledges that the Airport is allowing the use of the Airport Public Safety Building as an accommodation, and that the County shall not have any of the legal rights of a tenant under Florida law.

B. Entire and Binding Agreement. This Agreement contains the entire agreement between the parties with respect to the matters raised herein. Any modification to this agreement must be written and executed by both parties. No waiver of any provision of this Interlocal Agreement shall be deemed a waiver of any other provision. Neither the failure or any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or of any other right or power. In the event of a dispute under or associated with this Agreement, each party shall bear their own attorneys' fees and costs of litigation, including appeal.

C. Provisions Severable. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, then the remainder of this Lease shall be legal, valid and enforced to the fullest extent permitted by law.

D. Captions. The captions contained herein are for convenience and reference purposes only and shall not be deemed as part of this Agreement or construed as in any manner limiting or amplifying the terms, covenants, conditions and provisions of this Agreement to which they relate.

E. Effective Date. This Interlocal Agreement shall become effective immediately upon the execution by the Airport and the County as of the date set forth above, and upon filing of this Agreement with the Clerk of the Circuit Court of Bay County, Florida as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Airport and the County have caused this Interlocal Agreement to be executed and delivered as of the date first above written.

PANAMA CITY-BAY COUNTY AIRPORT

AND INDUSTRIAL DISTRICT

By:_____

Holly K. Melzer, Chair

ATTEST:

_____

Clerk

IN WITNESS WHEREOF, the County has caused this Interlocal Agreement to be executed and delivered as of the date first above written.

BOARD OF COUNTY COMMISSIONERS

OF BAY COUNTY, FLORIDA

By:_____

Chair

ATTEST:

_____

Bill Kinsaul, Clerk of Circuit Court