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

August 15, 2017

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ADDITION OF EMERGENCY ITEMS/DELETIONS

F. PRESENTATIONS

- Sharon Tinsley Retirement, 31 Years - Solid Waste
- Dorothy Robbins, 55 Years - Bay County Library
- Howard Gouge, 30 Years - Engineering Division
- HazMat Awareness Week Proclamation

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Budget Office

1. **Crime Stoppers Letter of Agreement**

   Recommendation: Board authorize Chairman to sign letter to confirm Panhandle Crime Stoppers as approved to receive funds from Crime Stoppers Trust Fund.

2. **Budget Amendment FY 2017**

   Recommendation: Requesting that the Board adopt a resolution amending the Fiscal Year 2016-2017 Budget.

Clerks Report

3. **Check Register, Inventory Deletions, Investment Report, Revenues**

and Expenditures & Tax Refunds and/or Cancellations

Recommendation: Board to acknowledge receipt of reports

County Attorney

4. **2017 Assessment Roll Extension**

Recommendation: Request the Board adopt a resolution extending the 2017 assessment roll.

Emergency Services

5. **2017-2018 Emergency Management Performance Grant**

Recommendation: Board to approve the Emergency Management Performance Grant Agreement that is effective July 1, 2017 through June 30, 2018 and authorize the Chairman to sign the grant and any related documents.

6. **2017-2018 Emergency Management Preparedness and Assistance Grant**

Recommendation: Board authorize the Chairman to sign the FY 17/18 Emergency Management Preparedness and Assistance Trust Fund Agreement and authorize staff to comply with the requested scope of work.

Human Resources

7. **Holiday Pay/Overtime Policy Revisions for Shift Employees**

Recommendation: Board to approve revisions to the Personnel Policy regarding holiday/overtime pay for shift employees.

Library Services

8. **Library Annual Plan of Service FY 2018**

Recommendation: Request that the Board of County Commissioners approve the 2017-2018 Annual Plan of Service for the Northwest Regional Library System for submission to the Department of Library and Information Services by December 1.

9. **Library Long Range Plan, October 2017-September 2022**

Recommendation: Request that the Board of County Commissioners approve the 2017-2022 Long Range Plan for the Northwest Regional Library System.

10. **Bay County Library State Aid Grant Application**

Recommendation: Board to authorize the Library Director to submit the State Aid to Libraries Operating Grant application and authorize the Chairman to execute the contract documents with the Florida Department of State's Division of Library and Information Services for fiscal year 2017-2018.

11. **Library 3D Printer Use Policy**

Recommendation: Request that the Board approve the new 3D Printer Use Policy for the Northwest Regional Library System.

12. **Multi-County Library State Aid Grant Agreement**

Recommendation: Board (1) Authorize the Library Director to submit the State Aid to Libraries Multi-county Grant application, and (2) Authorize the Chairman to execute the contract documents and any related subsequent documents with the Florida Department of State's Division of Library and Information Services for fiscal year 2017-2018, after Legal Department review.

13. **Library Card Registration Policy Revision**

Recommendation: Request the Board approve the revised Library Card Registration Policy for the Northwest Regional Library System.

Public Works

14. **CR 2300 Road Improvements – Phase II Contract Award**

Recommendation: Board: 1) Award the Base Bid to C.W. Roberts Contracting, Inc for the CR 2300 Road Improvement – Phase II project in the amount of $1,415,273.18 and authorize the Chairman to execute the contract**,** subject to non-monetary changes as approved by the County Attorney's office; and, 2) Authorize contingency and testing funds in the amount of $142,000 (10%). **(DISTRICT IV)**

I. REGULAR AGENDA

J. PUBLIC HEARING

Administration

15. **County Surplus and Affordable Housing Property**

Recommendation: Board: 1) Conduct a public hearing to review and discuss the list of Bay County surplus properties; 2) adopt a resolution approving the inventory of properties appropriate for use as affordable housing or for sale with proceeds going toward the purchase of land suitable for affordable housing; and 3) adopt resolutions authorizing and approving the donation of properties to the City of Mexico Beach, City of Panama City Beach, City of Callaway, City of Parker, and City of Springfield and authorize the Chairman to sign all related deeds and other instruments to effect the transactions.

Community Development

16. **PZ 17-082 Small Scale Amendment Public Hearing - Laird Street**

Recommendation: Board to conduct a legislative public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 17-082. Located at 7220 Laird Street, in the unincorporated Panama City Beach area. **(District V)**

17. **PZ 17-083 Rezoning Public Hearing - Laird Street**

Recommendation: Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and approve the attached ordinance changing the zoning from "R-3" Duplex, Triplex and Quadraplex to "C-4" Research and Design for Application No. PZ 17-083, with the added condition that limits access to the property from the owner's existing Laird Street access.

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

M. COUNTY MANAGER'S REPORT

N. CHAIRMANS AND COMMISSIONERS COMMENTS

O. ADJOURN

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140 Fax: (850) 248-8153
E-Mail Address: bocc@baycountyfl.gov

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

Contact County Commissioners:

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

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

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

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

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

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

Bay County Board of County Commissioners
Agenda Item Summary

Crime Stoppers Letter of Agreement

DEPARTMENT MAKING REQUEST/NAME:
Budget Office Ashley Stukey, Budget Officer

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board authorize Chairman to sign letter to confirm Panhandle Crime Stoppers as approved to receive funds from Crime Stoppers Trust Fund.

AGENDA
Budget Office - Consent

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

BACKGROUND:
In July 1999, the Bay County Board of County Commissioners passed a resolution **(EXHIBIT 1)** that designated Panhandle Crime Stoppers as its agent to apply for and receive any and all grant monies made available from the Florida Crime Stopper Trust Fund. At the same time, the Board entered into a letter of agreement **(EXHIBIT 2)** with Panhandle Crime Stoppers to allow them to use those designated grant funds. This agreement is automatically renewable, subject to revocation.
Every three years the Board is required to submit a letter to the State Attorney General stating who the designated agent is. Staff asks the Board to authorize the Chairman to sign a letter **(EXHIBIT 3)** stating that Panhandle Crime Stoppers continues to be the County's designated agent to receive Crime Stopper Trust Funds.

ATTACHMENTS:

Description	Type
Crime Stoppers Letter Exhibit 1 Resolution	Exhibit
Crime Stoppers Letter Exhibit 2 Letter of Agreement	Exhibit
Crime Stoppers Letter Exhibit 3 Confirming Panhandle Crime Stoppers	Exhibit

RESOLUTION NO. 2174

WHEREAS, Panhandle Crime Stoppers Inc. performs a valuable public service to the citizens of Bay County by promoting crime prevention; and,

WHEREAS, in 1998 the Florida Legislature created the Florida Crime Stopper Trust Fund which provided for the implementation of a $20 fee to be assessed against people convicted of a crime to support official Crime Stopper chapters; and,

WHEREAS, Panhandle Crime Stoppers, Inc. is a member in good standing with the Florida Association of Crime Stoppers, Inc.; and,

WHEREAS, pursuant to F.S. 16.555(5)(b), the Bay County Board of County Commissioners, by a Letter of Agreement, has designated the Panhandle Crime Stoppers, Inc. as its agent to apply for and receive any and all grant monies made available from the Florida Crime Stopper Trust Fund;

NOW THEREFORE BE IT RESOLVED, that the Chairman shall execute the Letter of Agreement attached hereto as Exhibit "A" designating the Panhandle Crime Stoppers, Inc. as its agent to apply for and receive said funds.

I, HAROLD BAZZEL, Clerk of the Circuit Court and ex-officio Clerk and Auditor of the Board of County Commissioners do hereby certify that the above and foregoing Resolution was duly adopted by the Board of County Commissioners of Bay County during its Special Session on this 27th day of July, 1999.

Harold Bazzel

Clerk of the Circuit Court and
ex-officio Clerk and Auditor of
the Board of County Commissioners
of Bay County, Florida.

Approved as to correctness of form:

Burke & Blue, P.A.
Attorneys for Bay County

LETTER OF AGREEMENT
between
BAY COUNTY BOARD OF COUNTY COMMISSIONERS
and
PANHANDLE CRIME STOPPERS, INC.

CONCERNING THE APPLICATION FOR AND RECEIVING OF MONIES FROM THE CRIME STOPPERS TRUST FUND HELD AND ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, THE CAPITOL, TALLAHASSEE, FLORIDA, 32399.

THIS AGREEMENT is made and entered into this 27th day of July, 1999, by and between the Bay County Board of County Commissioners, a subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**" and Panhandle Crime Stoppers, Inc., a Florida corporation, hereinafter referred to as "**PCS**".

WITNESSETH

WHEREAS, in 1998 the Florida Legislature enacted laws creating the Florida Crime Stopper Trust Fund (hereinafter referred to as "**CSTF**") which requires that a $20.00 court cost be imposed in criminal cases as a means of funding the CSTF, pursuant to Chapters 98-265 and 98-319, Laws of Florida. The purpose of the CSTF is to support official Crime Stopper chapters which are members of the Florida Association of Crime Stoppers, Inc., and their crime fighting programs. This legislation provides for enhancing public awareness of crime prevention methods and training the public in personal safety principles, especially for citizens who live in, work at, or frequent locations having high crime rates.

WHEREAS, the CSTF is funded through a surcharge to any fine prescribed by law for any criminal offense pursuant to Section 938.06, Florida Statutes (1998 Supp.).

WHEREAS, the Office of the Attorney General, The Capitol, Tallahassee, Florida, maintains and administers the CSTF, and will make such funds available annually to Crime Stopper chapters of the Florida Association of Crime Stoppers, Inc. annually to carry out the purposes of these new laws noted herein.

WHEREAS, PCS is the official Crime Stoppers chapter for Bay County, a member in good standing with the Florida Association of Crime Stoppers, Inc., as well as the Southeast Conference of Crime Stoppers and Crime Stoppers International. PCS was formed in 1982 and has been in continuous operation in Bay County functioning to enhance public awareness of crime prevention methods, to train the public in personal safety principles, especially for citizens who live in, work at, or frequent locations having high crime rates, and assisting law enforcement in the reporting of criminal activity and apprehension of criminal suspects.

WHEREAS, Section 16.555(5)(b), Florida Statutes (1998 Supp) provides "a grant may be awarded only to counties which are served by an official member of the Florida Association of Crime Stoppers, and may only be used to support Crime Stoppers and their crime fighting programs. Only one such official member shall be eligible for support within any county."

WHEREAS, the Office of the Attorney General has interpreted Section 16.555(5)(b), Florida Statutes, to require that CSTF grants be issued to the county, *i.e.*, county government, and not to the Crime Stopper chapter serving that county; however, a Letter of Agreement from the COUNTY authorizing the local Crime Stopper chapter as it agent for the purpose of applying for, and receiving monies from the CSTF will be recognized by the Office of the Attorney General and allow PCS to directly apply for, and receive, the CSTF grant proceeds specifically established by law.

NOW, THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. That the COUNTY desires to avail itself of CSTF proceeds currently maintained and administered by the Office of the Attorney General, The Capitol, Tallahassee, Florida, for the purposes contemplated by the 1998 Legislature, Chapters 98-265 and 98-319, Laws of Florida, and Section 16.555(5)(b), Florida Statutes (1998 Supp.);

2. That PCS shall serve as the COUNTY'S duly-authorized agent for the purpose of applying for and receiving monies from the CSTF to be used specifically for the purposes contemplated and required by Florida law;

3. That this grant of agency from the COUNTY to PCS shall be for a three-year term, which will be automatically renewable, but subject to revocation pursuant to a subsequent resolution of the COUNTY with notice to PCS.

IT IS FURTHER AGREED that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

IN WITNESS WHEREOF, the COUNTY has caused this Letter of Agreement to be executed on its behalf this 27th day of July, 1999, authorized to enter into and execute same by Resolution Number 2174 of the COUNTY on the 27th day of July, 1999, and PCS has executed this Letter of Agreement by and through its Corporate President this 27th day of August, 1999.

BAY COUNTY (a political subdivision of the State of Florida)

By Carol Atkinson
Chairperson

PANHANDLE CRIME STOPPERS, INC.
A Florida corporation

By
President

ATTEST:

Harold Bazzel
COUNTY CLERK **(SEAL)**

ATTEST:

CORPORATE SECRETARY **(SEAL)**

APPROVED AS TO FORM:
BAY COUNTY

By Nevin Zimmerman
COUNTY ATTORNEY

FILED
Aug 12 4 46 PM '99
HAROLD BAZZEL
CLERK CIRCUIT COURT
BAY COUNTY FLORIDA

LETTER OF AGREEMENT
between
BAY COUNTY BOARD OF COUNTY COMMISSIONERS
and
PANHANDLE CRIME STOPPERS, INC.

CONCERNING THE APPLICATION FOR AND RECEIVING OF MONIES FROM THE CRIME STOPPERS TRUST FUND HELD AND ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, THE CAPITOL, TALLAHASSEE, FLORIDA, 32399.

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IT IS FURTHER AGREED that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

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BAY COUNTY (a political subdivision of the State of Florida)

By _____
Chairperson

PANHANDLE CRIME STOPPERS, INC.
A Florida corporation

By _____
President

ATTEST:

_____
COUNTY CLERK **(SEAL)**

ATTEST:

_____
CORPORATE SECRETARY **(SEAL)**

APPROVED AS TO FORM:
BAY COUNTY

By _____
COUNTY ATTORNEY

FILED
AUG 12 4 46 PM '99
HAROLD DAZZEL
CLERK CIRCUIT COURT
BAY COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA JR.
COUNTY MANAGER

August 15, 2017

The Honorable Pam Bondi, Attorney General
State of Florida
Office of the Attorney General
Department of Legal Affairs
The Capitol, PL-01
Tallahassee, Florida 32399-1050

RE: Letter of Agreement – Crime Stoppers Trust Fund Grant

Dear Attorney General Bondi:

This letter of Agreement from the Bay County Board of County Commissioners authorizes Panhandle Crime Stoppers Inc. to receive the monies from the Crime Stoppers Trust Fund. This request is made per the requirements in subsection 16.555(5)(b) of the Florida Statutes.

Sincerely,

William T. Dozier, Chairman
Board of County Commissioners

Bay County Board of County Commissioners
Agenda Item Summary

Budget Amendment FY 2017

DEPARTMENT MAKING REQUEST/NAME:
Budget Office, Johnathan A. Stukey, Budget Officer

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Requesting that the Board adopt a resolution amending the Fiscal Year 2016-2017 Budget.

AGENDA
Budget Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
Budget amendment required.
FINANCIAL IMPACT SUMMARY STATEMENT:
Impacts are shown in the attached EXHIBIT A.

BACKGROUND:
Fund 001, General Fund, FY 2017 budget, will need to be amended to recognize additional revenues in Code Enforcement as well as release of reserved Animal Control Donations from the balance sheet and place those funds into departments for related expenditures. Also, transfer funds from reserve cash forward to BCC Control Department for Panama City Beach Bayside utility project for the County's contribution to help re-pave roads in the Bayside community once the utility project is complete.

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

ATTACHMENTS:

Description	Type
Budget Amendment Resolution Aug 15, 2017 Exhibit 1	Exhibit
Budget Amendment FY17 Exhibit A Aug 15, 2017	Exhibit

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AMENDING THE ADOPTED FINAL BUDGET OF FISCAL YEAR 2016-2017 PURSUANT TO RESOLUTION NO. 3406*;* AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Fund 001, General Fund, FY 2017 budget, will need to be amended to recognize additional revenues in Code Enforcement as well as release of reserved Animal Control Donations from the balance sheet and place those funds into departments for related expenditures. Also, transfer funds from reserve cash forward to BCC Control Department for Panama City Beach Bayside utility project for the County's contribution to help re-pave roads in the Bayside community once the utility project is complete.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2016-2017 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 **15th day of August, 2017**.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		001 General Fund				
Revenue						
001	3540005	FINES−CODE ENFORCEMENT	10,000	50,000	60,000	Recognize additional revenues and place into department for related expenditures
001	3899996	RESERVE RELEASE	2,238,373	5,000	2,243,373	Recognize release of reserve funds on balance sheet for Animal Control Donations
Expenditures						
BCC Control General Govt						
0051	5810010	CONTRIBUTION−OTHER GOVT	0	500,000	500,000	Transfer funds from reserves for PCB Bayside Paving Project
Expenditures						
Code Enforcement						
0119	5303401	CONTRACTED SERVICES	0	10,000	10,000	Place additional revenues in department for expenditures related to new special magistrate
0119	5303488	CNTR SERV-CODE COMPLIANCE	11,000	10,000	21,000	Place additional revenues in department for additional expenditures related to new special magistrate
0119	5606450	COMPUTER SOFTWARE	6,400	30,000	36,400	Place funds in department for software required for new ipads to operate
Expenditures						
Animal Control						
0154	5620101	DONATIONS EXPENSED	0	5,000	5,000	Place released reserve funds on balance sheet for Animal Control Donations in the department for expenditures related to Vet Clinic construction
Expenditures						
Reserves						
0972	5909999	RESERVE−CASH FORWARD	9,742,248	(500,000)	9,242,248	Transfer funds from reserves for PCB Bayside Paving Project

Bay County Board of County Commissioners
Agenda Item Summary

Check Register, Inventory Deletions, Investment Report, Revenues and Expenditures & Tax Refunds and/or Cancellations

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

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board to acknowledge receipt of reports

AGENDA
Clerks Report - Consent

BUDGETED ITEM?
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board to acknowledge receipt of the following reports:

- Check Register
- Inventory Deletions
- Investment Report
- Revenues and Expenditures
- Tax Refunds and/or Cancellations

ATTACHMENTS:

Description	Type
Clerk Check Register 8.15.17	Exhibit
Clerk Inventory Deletions 8.15.17	Exhibit
Clerk Investment Report 8.15.17	Exhibit
Clerk Revenues and Expenditures 8.15.17	Exhibit
Clerk Tax Refunds and or Cancellations	Exhibit

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
AUG 02 2017

August 2, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached please find Bay County's Check Register for the month of July 2017. This report reflects all disbursements of the Board of County Commissioners, Panama City Beach Convention and Visitors Bureau, Panama City Community Development Council and Mexico Beach Community Development Council for the month. I hope the Board and the citizens of Bay County find the information contained within the report to be informative, as well as, provide transparency of County transactions.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please do not hesitate to give me a call.

Regards,

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 COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
239234	07/28/2017	BAY COUNTY SHERIFF	$	3,307,199.00
238760	07/10/2017	BAY COUNTY TAX COLLECTOR	$	1,327,525.52
A004719	07/14/2017	BAY COUNTY PROPERTY APPRA	$	758,884.86
239196	07/28/2017	BAY COUNTY HEALTH DEPARTM	$	627,492.54
238649	07/07/2017	FLORIDA BLUE	$	512,040.82
A004716	07/13/2017	PANAMA CITY BEACH CONVENT	$	494,266.99
238970	07/21/2017	C.W. ROBERTS CONTRACTING,	$	344,185.29
E10579	07/07/2017	FLORIDA RETIREMENT SYSTEM	$	334,380.68
E75497	07/21/2017	INTERNAL REVENUE SERVICE-	$	296,295.08
E65905	07/07/2017	INTERNAL REVENUE SERVICE-	$	263,032.82
238693	07/07/2017	FIRST TRANSIT, INC	$	262,738.43
238742	07/07/2017	SUPERIOR CONSTR. CO SOUTH	$	256,135.00
A004714	07/10/2017	UNITED SELF INSURED SERVI	$	249,203.98
238720	07/07/2017	MILITARY POINT/AWTF - JOI	$	236,349.14
A004708	07/03/2017	FLORIDA MEDICAID/COUNTY B	$	200,690.06
238919	07/17/2017	SUNTRUST BANK	$	165,028.49
A004718	07/14/2017	ENGEN, LLC	$	150,406.67
238703	07/07/2017	GULF POWER COMPANY	$	144,843.73
A004711	07/06/2017	PANAMA CITY BEACH CONVENT	$	144,441.07
A004730	07/20/2017	PANAMA CITY BEACH CONVENT	$	143,648.69
238988	07/21/2017	COASTAL PARASAIL, INC.	$	131,071.40
A004729.	07/20/2017	PANAMA CITY COMMUNITY DEV	$	126,455.24
A004735	07/28/2017	ENGEN, LLC	$	123,229.44
238955	07/21/2017	BCL CIVIL CONTRACTORS, IN	$	116,524.98
TR2425	07/01/2017	CLERK OF CIRCUIT COURT	$	112,923.08
A004733	07/27/2017	PANAMA CITY BEACH CONVENT	$	109,535.32
TR2429	07/03/2017	BAY COUNTY SUPERVISOR OF	$	106,559.50
239089	07/21/2017	MAUDLIN TRUCKS, LLC	$	96,770.00
239272	07/28/2017	MATRIX POWER SERVICES, IN	$	94,908.20
238709	07/07/2017	INSIGHT PUBLIC SECTOR	$	91,670.40
239243	07/28/2017	GAC CONTRACTORS, INC	$	87,812.89
239016	07/21/2017	FL DEPT OF JUVENILE JUSTI	$	77,924.68
238762	07/14/2017	AAG ELECTRIC MOTORS & PUM	$	77,350.50
TR2428	07/03/2017	CLERK OF CIRCUIT COURT	$	71,287.37
239211	07/28/2017	CITY OF PANAMA CITY	$	68,681.20
A004710	07/06/2017	PANAMA CITY COMMUNITY DEV	$	66,838.81
A004731	07/21/2017	ENGEN, LLC	$	59,187.54
239038	07/21/2017	GAC CONTRACTORS, INC	$	57,160.28
239127	07/21/2017	RADTKE, M.D., P.A., JAY M	$	53,350.16
238872	07/14/2017	PRO-FLOORS PLUS LLC	$	52,325.15
238830	07/14/2017	GULF POWER COMPANY	$	52,211.41
238755	07/07/2017	WEST SAFETY SOLUTIONS COR	$	50,650.00
238740	07/07/2017	ST. ANDREW COMM MED CENTE	$	50,000.00
239206	07/28/2017	CATHEDRAL CORPORATION	$	50,000.00

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239308	07/28/2017	WORLD FIBER TECHNOLOGIES,	$	46,745.30
239246	07/28/2017	GULF POWER COMPANY	$	45,997.27
238833	07/14/2017	HALL CONTRACTING & CONSTR	$	45,337.50
238851	07/14/2017	LIFE MANAGEMENT CENTER	$	43,801.52
239168	07/21/2017	UNIVAR USA, INC.	$	43,313.60
238819	07/14/2017	FL DEPT OF CORRECTIONS	$	43,122.75
238661	07/07/2017	ADVANCED DATA PROCESSING,	$	42,445.81
A004712	07/07/2017	ENGEN, LLC	$	42,091.11
239042	07/21/2017	GULF COAST ELECTRIC COOP.	$	41,306.95
239254	07/28/2017	J.V. GANDER DISTRIBUTORS	$	40,624.20
239023	07/21/2017	BAY COUNTY SHERIFF	$	37,202.76
238688	07/07/2017	DUVAL FORD	$	37,020.00
238882	07/14/2017	SANGAREE OIL COMPANY, INC	$	36,670.06
238839	07/14/2017	INSOURCE SOFTWARE SOLUTIO	$	35,047.00
239130	07/21/2017	ROBERTS AND ROBERTS, INC.	$	33,058.12
A004709	07/06/2017	MEXICO BEACH COMM DEV COU	$	31,034.72
239052	07/21/2017	HUB CITY FORD INC	$	25,818.00
238766	07/14/2017	ALAN JAY FORD LINCOLN MER	$	25,000.00
239197	07/28/2017	BAY DISTRICT SCHOOLS	$	24,095.00
A004732	07/27/2017	MEXICO BEACH COMM DEV COU	$	24,093.51
T4559	07/21/2017	KEMIRA WATER SOLUTIONS, I	$	23,862.68
239293	07/28/2017	SIMON PROPERTY GROUP, INC	$	22,660.00
239058	07/21/2017	INFINITE ENERGY	$	21,171.70
238702	07/07/2017	GULF POWER COMPANY	$	21,092.23
T4580	07/28/2017	KEMIRA WATER SOLUTIONS, I	$	19,251.74
238666	07/07/2017	BOUND TREE MEDICAL, LLC	$	19,218.55
239060	07/21/2017	J.V. GANDER DISTRIBUTORS	$	18,952.24
238850	07/14/2017	LIFE MANAGEMENT CENTER	$	18,908.80
E072017	07/20/2017	HSA BANK	$	18,513.96
E070717	07/06/2017	HSA BANK	$	18,433.96
238781	07/14/2017	BOUND TREE MEDICAL, LLC	$	18,418.80
238895	07/14/2017	TARPON DOCK AIR CONDITION	$	18,252.00
239024	07/21/2017	BAY COUNTY SHERIFF	$	18,009.46
239175	07/21/2017	WALTER, DAVID M.	$	18,000.00
239001	07/21/2017	DEWBERRY ENGINEERS INC	$	17,801.25
238992	07/21/2017	CRH AUTO REPAIR INC	$	17,570.61
T4575	07/28/2017	BEARD EQUIPMENT CO.	$	17,259.28
238906	07/14/2017	VERIZON WIRELESS	$	16,346.80
239188	07/28/2017	ABOVE ALL CONST AND REMOD	$	15,744.33
238975	07/21/2017	CHENEY LIME & CEMENT CO.	$	15,694.50
A004734	07/26/2017	UNITED SELF INSURED SERVI	$	15,443.66
238650	07/07/2017	FLORIDA COMBINED LIFE INS	$	15,386.73
239073	07/21/2017	LEGAL SERVICES OF NORTH F	$	15,301.46
239158	07/21/2017	THE HILLER COMPANIES, INC	$	15,072.76

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239255	07/28/2017	JOHN H CARTER CO., INC	$	14,554.88
T4536	07/07/2017	KEMIRA WATER SOLUTIONS, I	$	14,425.94
239044	07/21/2017	GULF POWER COMPANY	$	14,380.40
239147	07/21/2017	SUNBELT FIRE, INC.	$	14,355.00
239011	07/21/2017	EMERALD COAST STRIPING, L	$	13,720.50
A004713	07/07/2017	UNITED SELF INSURED SERVI	$	13,398.08
238861	07/14/2017	MONTROSE ENVIRONMENTAL GR	$	13,158.00
238874	07/14/2017	RADTKE, M.D., P.A., JAY M	$	13,050.00
238753	07/07/2017	WALKER PROCESS EQUIPMENT	$	12,892.36
T4571	07/28/2017	AAG ELECTRIC MOTORS & PUM	$	12,571.17
238689	07/07/2017	EARLY LEARNING COALITION	$	12,500.00
239294	07/28/2017	SOUTHEASTERN OUTDOOR MANA	$	12,462.59
239083	07/21/2017	MAINSTREET PROPERTY SERVI	$	12,195.03
239152	07/21/2017	TARPON DOCK AIR CONDITION	$	12,107.57
A004727	07/19/2017	UNITED SELF INSURED SERVI	$	12,081.66
239241	07/28/2017	GREENSOUTH SOLUTIONS, LLC	$	12,009.78
239298	07/28/2017	SYSTEM SERVICE & ENGINEER	$	11,976.00
T4555	07/14/2017	TRANE U.S. INC.	$	11,942.33
238828	07/14/2017	GULF COAST ELECTRIC COOP.	$	11,532.56
238947	07/21/2017	BAY COUNTY ECONOMIC DEV A	$	11,193.00
239020	07/21/2017	FLORIDA BLUE	$	11,168.80
239159	07/21/2017	THE ORGANWISE GUYS INC	$	11,127.60
239156	07/21/2017	TECO PEOPLES GAS	$	11,048.60
238810	07/14/2017	DELL FINANCIAL SERVICES	$	10,927.08
239006	07/21/2017	DRMP, INC	$	10,656.82
239034	07/21/2017	GORTEMOLLER ENGINEERING,	$	10,584.75
238982	07/21/2017	CITY OF PANAMA CITY BEACH	$	10,567.20
238976	07/21/2017	CITY OF CALLAWAY	$	10,565.89
T4566	07/21/2017	TRACTOR & EQUIPMENT CO	$	10,000.69
238894	07/14/2017	SYSTEM SERVICE & ENGINEER	$	9,980.00
E170714	07/17/2017	FL DEPT OF REVENUE	$	9,823.81
238838	07/14/2017	HLP, INC.	$	9,120.00
238797	07/14/2017	CITY OF PANAMA CITY UTILI	$	8,827.43
239207	07/28/2017	CATO ENTERPRISES INC	$	8,676.53
T4572	07/28/2017	ADAPCO INC	$	8,368.08
238946	07/21/2017	BAY CO COUNCIL ON AGING,	$	8,291.66
T4567	07/21/2017	TRANE U.S. INC.	$	8,193.60
238887	07/14/2017	SOUTHEASTERN PIPE & PRECA	$	8,138.44
238724	07/07/2017	ODYSSEY MANUFACTURING CO.	$	8,091.00
A004717	07/13/2017	PANAMA CITY COMMUNITY DEV	$	8,002.62
239210	07/28/2017	CITY OF PANAMA CITY	$	7,912.47
T4544	07/14/2017	AT&T	$	7,871.00
238776	07/14/2017	BAY HEATING & COOLING	$	7,695.00
238808	07/14/2017	DAG ARCHITECTS INC	$	7,500.00

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238675	07/07/2017	CHENEY LIME & CEMENT CO.	$	7,490.47
T4553	07/14/2017	STEWART & STEVENSON LLC	$	7,362.02
238889	07/14/2017	ST ANDREW BAY RESOURCE	$	7,105.00
239212	07/28/2017	CITY OF PANAMA CITY	$	6,988.94
238726	07/07/2017	OFFICE OF THE STATE ATTOR	$	6,814.08
238714	07/07/2017	L & R TRACTOR INC.	$	6,750.00
239045	07/21/2017	GULF POWER COMPANY	$	6,720.06
238812	07/14/2017	DEWBERRY ENGINEERS INC	$	6,540.00
239215	07/28/2017	COFFMAN INTERNATIONAL, IN	$	6,431.94
238764	07/14/2017	ADECCO EMPLOYMENT SERVICE	$	6,275.48
238662	07/07/2017	ALIGNMENT BAY COUNTY INC	$	6,250.00
239008	07/21/2017	ECO-TECH, INC.	$	6,213.93
239015	07/21/2017	FL DEPT OF ENVIRONMENTAL	$	6,000.00
238841	07/14/2017	J.V. GANDER DISTRIBUTORS	$	5,968.06
239059	07/21/2017	INGRAM LIBRARY SERVICES	$	5,868.13
239122	07/21/2017	POLYDYNE, INC	$	5,720.00
T4578	07/28/2017	EPM POWER & WATER SOLUTIO	$	5,650.42
238660	07/07/2017	ADECCO EMPLOYMENT SERVICE	$	5,584.28
238711	07/07/2017	J.V. GANDER DISTRIBUTORS	$	5,485.23
T4561	07/21/2017	NAFECO, INC.	$	5,431.86
239154	07/21/2017	TAYLOR POWER SYSTEMS	$	5,365.65
238803	07/14/2017	CRH AUTO REPAIR INC	$	5,327.07
T4557	07/21/2017	BEARD EQUIPMENT CO.	$	5,304.28
238845	07/14/2017	LE CHALET CAMPER SALES, I	$	5,277.00
238708	07/07/2017	INGRAM LIBRARY SERVICES	$	5,246.94
T4585	07/28/2017	STEWART & STEVENSON LLC	$	5,157.87
238712	07/07/2017	JAMES BARR CONTRACTORS IN	$	5,002.55
238751	07/07/2017	UNITED WAY OF NORTHWEST F	$	5,000.00
239222	07/28/2017	DEPT OF BUSINESS & PROF R	$	4,802.98
E109742	07/25/2017	FL DEPT OF COMMUNITY AFFA	$	4,802.98
T4564	07/21/2017	SOUTHERN TIRE MART LLC	$	4,735.31
239173	07/21/2017	VOLKERT, INC	$	4,679.04
T4539	07/07/2017	SONITROL OF TALLAHASSEE,	$	4,633.75
239110	07/21/2017	ODYSSEY MANUFACTURING CO.	$	4,545.00
239049	07/21/2017	HERITAGE FUNERAL HOME	$	4,500.00
238721	07/07/2017	MINUTEMAN SECURITY AGENCY	$	4,474.80
A004728	07/20/2017	MEXICO BEACH COMM DEV COU	$	4,442.79
238878	07/14/2017	RICHARDSON'S REFINISHING	$	4,440.00
238902	07/14/2017	TOSHIBA AMERICA BUS. SOLU	$	4,429.17
T4577	07/28/2017	CINTAS CORPORATION #646	$	4,412.13
238974	07/21/2017	CHEMICAL ADDICTIONS RECOV	$	4,370.00
239143	07/21/2017	SOUTHEASTERN OUTDOOR MANA	$	4,355.00
T4545	07/14/2017	BEARD EQUIPMENT CO.	$	4,353.66
238981	07/21/2017	CITY OF PANAMA CITY BEACH	$	4,330.22

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T4587	07/28/2017	TRACTOR & EQUIPMENT CO	$	4,282.60
T4542	07/14/2017	AAG ELECTRIC MOTORS & PUM	$	4,275.00
239181	07/21/2017	WORLD FIBER TECHNOLOGIES,	$	4,246.20
239282	07/28/2017	PACE ANALYTICAL SERVICES,	$	4,223.00
238654	07/07/2017	NATIONAL INSURANCE SERVIC	$	4,202.80
239283	07/28/2017	PANHANDLE ENGINEERING, IN	$	4,062.50
238972	07/21/2017	CATO ENTERPRISES INC	$	4,021.70
239190	07/28/2017	ADECCO EMPLOYMENT SERVICE	$	4,006.88
238943	07/21/2017	AXIS FORENSIC TOXICOLOGY,	$	3,973.00
238930	07/21/2017	VISION SERVICE PLAN INSUR	$	3,966.96
239150	07/21/2017	SYSTEM SERVICE & ENGINEER	$	3,899.50
T4558	07/21/2017	CINTAS CORPORATION #646	$	3,881.90
238668	07/07/2017	BOYS & GIRLS CLUBS OF BAY	$	3,750.00
238674	07/07/2017	CHEMICAL ADDICTIONS RECOV	$	3,750.00
239259	07/28/2017	L & R TRACTOR INC.	$	3,668.00
238739	07/07/2017	ST. ANDREW BAY CENTER, IN	$	3,625.00
238813	07/14/2017	DMS-BUREAU OF FINANCIAL M	$	3,590.11
238831	07/14/2017	GULF POWER COMPANY	$	3,585.64
T4568	07/21/2017	UNITED LIGHTING & SUPPLY	$	3,534.15
238710	07/07/2017	STUART C. IRBY COMPANY	$	3,531.39
239296	07/28/2017	SUNBELT RENTALS, INC.	$	3,530.83
238798	07/14/2017	CLASSIC PLASTICS CORP	$	3,499.00
239004	07/21/2017	DMS-BUREAU OF FINANCIAL M	$	3,444.36
238759	07/07/2017	ZOETIS HOLDINGS LLC	$	3,431.25
A004715	07/13/2017	MEXICO BEACH COMM DEV COU	$	3,400.11
238774	07/14/2017	BAY COUNTY 4-H CLUBS	$	3,400.00
239209	07/28/2017	CHENEY LIME & CEMENT CO.	$	3,387.65
239279	07/28/2017	ODYSSEY MANUFACTURING CO.	$	3,312.00
238697	07/07/2017	BAY COUNTY SHERIFF	$	3,286.80
238876	07/14/2017	RELIABLE COPY PRODUCTS, I	$	3,258.63
238820	07/14/2017	FLACK & ASSOCIATES	$	3,250.00
238722	07/07/2017	LABEL INDUSTRIES, INC	$	3,207.33
238940	07/21/2017	AMERIS BANK	$	3,193.00
239247	07/28/2017	GULF POWER COMPANY	$	3,118.94
238822	07/14/2017	FOUR SEASONS LANDSCAPING,	$	3,050.00
239161	07/21/2017	T&R INVESTMENTS, INC	$	3,034.02
T4551	07/14/2017	SONITROL OF TALLAHASSEE,	$	3,010.39
239013	07/21/2017	FEDERAL EXPRESS CORPORATI	$	3,002.78
T4563	07/21/2017	SOUTHERN EARTH SCIENCES,	$	3,000.00
238837	07/14/2017	HERITAGE FUNERAL HOME	$	3,000.00
239040	07/21/2017	GULF CO BOARD OF CO COMMI	$	3,000.00
238656	07/07/2017	STANDARD INSURANCE COMPAN	$	2,997.30
239109	07/21/2017	NOVA ENGINEERING AND ENVI	$	2,965.00
238729	07/07/2017	OVERDRIVE, INC	$	2,941.28

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238652	07/07/2017	HY HOLDINGS INC	$	2,940.00
238935	07/21/2017	ADECCO EMPLOYMENT SERVICE	$	2,875.80
239074	07/21/2017	LEITZ OFFICE PRODUCTS, IN	$	2,862.40
T4586	07/28/2017	THOMPSON TRACTOR CO INC	$	2,794.26
238900	07/14/2017	THOMSON REUTERS-WEST PAYM	$	2,779.44
238771	07/14/2017	AT&T	$	2,732.29
A004704	07/06/2017	PEBSCO PAYROLL PROCESSING	$	2,728.00
A004724	07/20/2017	PEBSCO PAYROLL PROCESSING	$	2,728.00
238848	07/14/2017	LEITZ OFFICE PRODUCTS, IN	$	2,703.96
239076	07/21/2017	LIFE MANAGEMENT CENTER	$	2,700.00
238728	07/07/2017	ORTERY TECHNOLOGIES, INC	$	2,682.41
T4579	07/28/2017	GE BETZ, INC.	$	2,642.85
239112	07/21/2017	OPERATION SPAY BAY, INC.	$	2,625.00
238999	07/21/2017	DAVIS OIL CO., INC	$	2,617.80
239201	07/28/2017	BELL PARTS & SERVICES	$	2,614.00
238931	07/21/2017	231 PAINT & BODY SHOP INC	$	2,581.00
239286	07/28/2017	PRO-FLOORS PLUS LLC	$	2,530.88
239021	07/21/2017	FLORIDA BLUE	$	2,529.64
238733	07/07/2017	SECOND CHANCE OF NW FLORI	$	2,500.00
238775	07/14/2017	BAY COUNTY CHAMBER OF COM	$	2,500.00
239236	07/28/2017	GARDNER, BIST, BOWDEN, BU	$	2,497.50
T4581	07/28/2017	SMITH INDUSTRIAL SERVICE	$	2,468.00
238694	07/07/2017	FL ASSN OF COUNTIES TRUST	$	2,433.32
238745	07/07/2017	TAYLOR POWER SYSTEMS	$	2,384.00
238854	07/14/2017	MATHEWS M.D., MARION J.	$	2,375.00
238782	07/14/2017	BRANDOW'S LAWN & LANDSCAP	$	2,355.00
238667	07/07/2017	BOWSTERN LLC	$	2,350.00
239185	07/21/2017	FLORIDA COMBINED LIFE INS	$	2,340.24
238747	07/07/2017	THE DEFINITIVE DEODORANT	$	2,325.22
239039	07/21/2017	GULF ATLANTIC CULVERT COM	$	2,314.09
239019	07/21/2017	FLORIDA BLUE	$	2,312.80
239031	07/21/2017	GLORIOUS CLEANING SERVICE	$	2,290.00
238665	07/07/2017	BAY DEFENSE ALLIANCE	$	2,250.00
239281	07/28/2017	OPERATION SPAY BAY, INC.	$	2,240.00
T4534	07/07/2017	BEARD EQUIPMENT CO.	$	2,215.28
238707	07/07/2017	INDUSTRIAL CHEMICALS, INC	$	2,200.39
239223	07/28/2017	DMS-BUREAU OF FINANCIAL M	$	2,148.59
T4532	07/07/2017	AAG ELECTRIC MOTORS & PUM	$	2,097.00
238961	07/21/2017	BRANDOW'S LAWN & LANDSCAP	$	2,095.00
238834	07/14/2017	HALL SEPTIC TANK SERVICE,	$	2,050.00
238658	07/07/2017	SMITH REFRIGERATION, INC	$	2,044.40
T4588	07/28/2017	YESCO SCAFFOLDING LLC	$	2,040.00
238681	07/07/2017	THE CROM CORPORATION	$	1,990.00
T4549	07/14/2017	PREFERRED MATERIALS, INC	$	1,978.88

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238800	07/14/2017	COLLECTION BUREAU OF FT.	$	1,958.60
238942	07/21/2017	AUTOZONE INC	$	1,950.70
239261	07/28/2017	LE CHALET CAMPER SALES, I	$	1,936.00
238802	07/14/2017	COQUI DISPOSAL SERVICES,	$	1,881.52
E41928	07/06/2017	FLSDU	$	1,872.58
E48196	07/20/2017	FLSDU	$	1,872.58
239080	07/21/2017	LOOMIS, FARGO & CO.	$	1,835.22
238920	07/21/2017	AFLAC	$	1,834.57
E171950	07/17/2017	FL DEPT OF REVENUE	$	1,822.38
238891	07/14/2017	SUNBELT RENTALS, INC.	$	1,795.00
238744	07/07/2017	SYNOVIA SOLUTIONS LLC	$	1,794.75
239079	07/21/2017	LOCKARD & WILLIAMS INSURA	$	1,789.70
238858	07/14/2017	THE MEDICAL PROTECTIVE CO	$	1,739.00
A004705	07/06/2017	VALIC	$	1,717.00
A004725	07/20/2017	VALIC	$	1,717.00
239142	07/21/2017	SMILEY'S LAWN & TRACTOR L	$	1,700.00
239136	07/21/2017	SANGAREE OIL COMPANY, INC	$	1,690.00
E12927	07/27/2017	FL UNEMPLOYMENT COMPENSAT	$	1,689.83
239057	07/21/2017	INDUSTRIAL CHEMICALS, INC	$	1,687.60
239244	07/28/2017	GULF COAST ELECTRIC COOP.	$	1,684.18
239198	07/28/2017	BAY MEDICAL CNTR SACRED H	$	1,650.33
239278	07/28/2017	NOVA ENGINEERING AND ENVI	$	1,643.00
238978	07/21/2017	CITY OF LYNN HAVEN	$	1,608.05
238890	07/14/2017	SUNBELT FIRE, INC.	$	1,595.00
238768	07/14/2017	ANIMAL CARE EQUIPMENT & S	$	1,593.03
239072	07/21/2017	LEAF CAPITAL FUNDING	$	1,588.00
239145	07/21/2017	ST ANDREW BAY RESOURCE	$	1,565.00
239157	07/21/2017	THAT BOOT STORE	$	1,564.86
238926	07/21/2017	LIBERTY NATIONAL LIFE	$	1,560.83
238799	07/14/2017	COASTLINE ENGINEERING & C	$	1,552.00
238659	07/07/2017	ACTION FIRE & SAFETY EQUI	$	1,550.00
238772	07/14/2017	AUDIO VIDEO EXCELLENCE IN	$	1,538.93
T4535	07/07/2017	CINTAS CORPORATION #646	$	1,527.67
238717	07/07/2017	MACHRISTE, INC	$	1,500.00
239092	07/21/2017	MCGEE, RICHARD	$	1,500.00
239257	07/28/2017	KENT FOREST LAWN FUNERAL	$	1,500.00
238998	07/21/2017	D R HORTON INC	$	1,493.70
239274	07/28/2017	MERRICK INDUSTRIES, INC.	$	1,479.85
239170	07/21/2017	VERIZON WIRELESS	$	1,476.34
238885	07/14/2017	SHI INTERNATIONAL CORP	$	1,411.50
239108	07/21/2017	NIMASHK PROPERTIES, LLC	$	1,400.00
238731	07/07/2017	PEADEN, LLC	$	1,392.23
239066	07/21/2017	KECKLER, DEIDRE	$	1,380.00
T4540	07/07/2017	SOUTHERN TIRE MART LLC	$	1,367.05

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T4543	07/14/2017	AIRGAS USA, INC.	$	1,363.66
238846	07/14/2017	LEAF CAPITAL FUNDING	$	1,359.46
239014	07/21/2017	FIRST AMERICAN TITLE INSU	$	1,350.00
238683	07/07/2017	FOXSTER SOLUTIONS, INC	$	1,325.00
238795	07/14/2017	CITY OF LYNN HAVEN	$	1,310.80
239292	07/28/2017	SIGNWORKS OF PANAMA CITY,	$	1,295.00
239007	07/21/2017	DUKE ENERGY	$	1,289.11
238757	07/07/2017	WOW!	$	1,273.60
238979	07/21/2017	CITY OF MEXICO BEACH	$	1,250.00
238713	07/07/2017	KECKLER, DEIDRE	$	1,230.00
239166	07/21/2017	UNITED RENTALS	$	1,220.66
239167	07/21/2017	UNITED SELF INSURED SERVI	$	1,216.16
238910	07/14/2017	WOW!	$	1,204.91
239180	07/21/2017	WISS, JANNEY, ELSTNER ASS	$	1,197.50
238716	07/07/2017	M & R HAWKINS, INC	$	1,180.00
238941	07/21/2017	ARGOS NORTH AMERICAN CORP	$	1,174.50
239270	07/28/2017	MARVIN HUDSON BUSINESS PR	$	1,146.75
238679	07/07/2017	COMCAST CABLEVISION	$	1,144.67
238870	07/14/2017	PITNEY BOWES PURCHASE POW	$	1,131.83
238840	07/14/2017	STUART C. IRBY COMPANY	$	1,101.08
238676	07/07/2017	CINCH UNDERGROUND INC	$	1,100.00
238939	07/21/2017	ALLON SERVICES LLC	$	1,075.00
238815	07/14/2017	DRUG FREE WORKPLACES, INC	$	1,036.00
238763	07/14/2017	ACTION FIRE & SAFETY EQUI	$	1,032.00
T4554	07/14/2017	THOMPSON TRACTOR CO INC	$	1,026.45
239046	07/21/2017	HALL SEPTIC TANK SERVICE,	$	1,020.00
239069	07/21/2017	CLERK OF CIRCUIT COURT	$	1,009.67
T4537	07/07/2017	MSC INDUSTRIAL SUPPLY CO.	$	995.38
238690	07/07/2017	F C MCCOLM CONSULTING LLC	$	993.60
239204	07/28/2017	BROCK LAWN AND PEST CONTR	$	989.00
239269	07/28/2017	MARSH USA INC	$	985.52
239071	07/21/2017	KONE, INC.	$	975.69
238950	07/21/2017	BAY COUNTY SCHOOL BOARD	$	961.35
238911	07/14/2017	XEROX CORPORATION	$	956.95
239189	07/28/2017	ACTION FIRE & SAFETY EQUI	$	939.00
239299	07/28/2017	TAYLOR POWER SYSTEMS	$	932.75
T4552	07/14/2017	SOUTHERN TIRE MART LLC	$	925.80
238952	07/21/2017	BAY MEDICAL SACRED HEART	$	917.37
238825	07/14/2017	GARDNER, BIST, BOWDEN, BU	$	900.00
T4538	07/07/2017	PREFERRED MATERIALS, INC	$	897.83
239090	07/21/2017	POWERMAX360 LLC	$	887.00
239251	07/28/2017	IBS OF TALLAHASSEE	$	875.60
239218	07/28/2017	COVINGTON HEAVY DUTY PART	$	863.74
238700	07/07/2017	GRAINGER	$	860.31

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239047	07/21/2017	HBM INC.	$	859.63
239165	07/21/2017	UNDERWOOD, JOHN	$	850.00
239226	07/28/2017	F C MCCOLM CONSULTING LLC	$	841.80
239213	07/28/2017	CITY OF PANAMA CITY UTILI	$	839.55
238983	07/21/2017	CITY OF PANAMA CITY UTILI	$	838.13
239297	07/28/2017	SUNSHINE STATE ONE CALL O	$	834.35
239233	07/28/2017	BAY COUNTY SHERIFF	$	829.68
T4541	07/07/2017	THOMPSON TRACTOR CO INC	$	781.73
EIB2000	07/20/2017	MASS MUTUAL	$	780.00
EIB2735	07/06/2017	MASS MUTUAL	$	780.00
238986	07/21/2017	CLEARSTAR, INC.	$	765.40
238852	07/14/2017	MACHRISTE, INC	$	750.00
239081	07/21/2017	MACHRISTE, INC	$	750.00
239265	07/28/2017	MACHRISTE, INC	$	750.00
238881	07/14/2017	SAFETY PRODUCTS, INC.	$	747.00
238843	07/14/2017	CLERK OF CIRCUIT COURT	$	746.61
239043	07/21/2017	GULF COAST STATE COLLEGE	$	734.10
238705	07/07/2017	HOLLEY INC PANAMA CITY	$	726.60
238756	07/07/2017	WHITTAKER ELECTRIC INC	$	725.00
238814	07/14/2017	DOZIER, WILLIAM T.	$	720.08
238738	07/07/2017	SPRINT	$	718.44
238670	07/07/2017	BROWN, KIMMY	$	714.93
239280	07/28/2017	OFFICE DEPOT, INC.	$	713.30
238903	07/14/2017	TUNNELL, GUY	$	700.84
T4573	07/28/2017	AIRGAS USA, INC.	$	696.10
238866	07/14/2017	OFFICE DEPOT, INC.	$	691.76
T4547	07/14/2017	GE BETZ, INC.	$	688.77
238884	07/14/2017	SEAGO FIRE PROTECTION, LL	$	687.95
239067	07/21/2017	KEY ELECTRICAL SUPPLIES I	$	680.29
238936	07/21/2017	ADVANCED FIRE PROTECTION	$	677.88
238696	07/07/2017	FLORIDA HOSE & RUBBER, LL	$	657.66
238698	07/07/2017	FORTILINE, INC	$	645.92
239135	07/21/2017	SALEM PRESS, INC	$	645.84
238787	07/14/2017	C.W. ROBERTS CONTRACTING,	$	644.64
238691	07/07/2017	FARIES, SHEILA	$	643.25
238749	07/07/2017	TOKAY SOFTWARE	$	640.00
238741	07/07/2017	SUNBELT RENTALS, INC.	$	639.15
238877	07/14/2017	REPORTING SYSTEMS, INC	$	637.66
238995	07/21/2017	WATERCO OF THE CENTRAL ST	$	636.60
T4584	07/28/2017	STEEL CITY, INC.	$	635.20
239200	07/28/2017	BELDEN AND ASSOCIATES LLC	$	629.72
238993	07/21/2017	CRITTER CARE LLC	$	628.00
239252	07/28/2017	INFINITE ENERGY	$	612.88
238758	07/07/2017	XEROX CORPORATION	$	605.35

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238730	07/07/2017	VADELL, JAMIEL	$	600.00
239075	07/21/2017	LEWIS, BEVERLY D	$	600.00
239248	07/28/2017	HD SUPPLY WHITE CAP CONST	$	599.98
238706	07/07/2017	IBS OF TALLAHASSEE	$	594.60
239232	07/28/2017	FLORIDA PUBLIC UTILITIES	$	594.52
238980	07/21/2017	CITY OF PANAMA CITY BEACH	$	590.74
238991	07/21/2017	CPH, INC.	$	590.00
238934	07/21/2017	ACTION FIRE & SAFETY EQUI	$	588.50
239124	07/21/2017	QUADMED, INC	$	585.00
239295	07/28/2017	SOUTHERN CLEANING SUPPLY	$	584.14
238719	07/07/2017	MEDTECH FORENSICS, INC.	$	550.00
238727	07/07/2017	ONE BEAT CPR LEARNING CEN	$	542.00
238847	07/14/2017	LEE, BILL	$	525.00
238686	07/07/2017	DAVIS OIL CO., INC	$	519.44
238750	07/07/2017	TOSHIBA AMERICA BUS. SOLU	$	517.81
239277	07/28/2017	NATIONAL MEDICAL SERVICES	$	507.00
238748	07/07/2017	THE NEWS HERALD	$	500.00
238901	07/14/2017	TIFFANY A. BROWN-CERTO, E	$	500.00
T4560	07/21/2017	MSC INDUSTRIAL SUPPLY CO.	$	499.90
238743	07/07/2017	SWAGIT PRODUCTIONS, LLC	$	495.00
T4556	07/21/2017	AIRGAS USA, INC.	$	487.07
238948	07/21/2017	BAY COUNTY HEALTH DEPARTM	$	485.94
T4569	07/21/2017	UNIVERSAL ENGINEERING SCI	$	485.00
239273	07/28/2017	MEDTECH FORENSICS, INC.	$	480.00
239129	07/21/2017	RELX INC DBA LEXISNEXIS	$	479.98
238963	07/21/2017	BROCK LAWN AND PEST CONTR	$	474.00
238801	07/14/2017	COMCAST CABLEVISION	$	467.73
239228	07/28/2017	FAIRPOINT COMMUNICATIONS	$	461.71
238896	07/14/2017	TECO PEOPLES GAS	$	453.39
238937	07/21/2017	ALERE TOXICOLOGY SERVICES	$	452.20
238754	07/07/2017	WELLS FARGO FINANCIAL, IN	$	451.52
239178	07/21/2017	WHITTAKER ELECTRIC INC	$	450.00
239267	07/28/2017	MANGIARACINA, TAWNY	$	441.70
239258	07/28/2017	CLERK OF CIRCUIT COURT	$	435.07
239117	07/21/2017	PENN VETERINARY SUPPLY, I	$	433.31
238653	07/07/2017	KENTUCKY CHILD SUPPORT EN	$	427.25
238925	07/21/2017	KENTUCKY CHILD SUPPORT EN	$	427.25
238769	07/14/2017	APPLIED INDUSTRIAL TECH-D	$	426.20
239035	07/21/2017	GOVCONNECTION, INC.	$	424.00
T4548	07/14/2017	NAFECO, INC.	$	420.77
238734	07/07/2017	SHARP ELECTRONICS CORPORA	$	413.61
239305	07/28/2017	TOSHIBA AMERICA BUS. SOLU	$	412.59
T4546	07/14/2017	CINTAS CORPORATION #646	$	402.66
239216	07/28/2017	COLE, DONNA	$	402.00

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238832	07/14/2017	HUNTER, KIM	$	400.00
239264	07/28/2017	LUMI POD, LLC	$	400.00
238805	07/14/2017	WATERCO OF THE CENTRAL ST	$	392.07
238651	07/07/2017	HART, LEIGH D - ESQUIRE	$	390.00
238924	07/21/2017	HART, LEIGH D - ESQUIRE	$	390.00
239119	07/21/2017	PITNEY BOWES GLOBAL FINAN	$	390.00
238718	07/07/2017	MARVIN HUDSON BUSINESS PR	$	386.98
238859	07/14/2017	MEDTECH FORENSICS, INC.	$	376.00
238723	07/07/2017	NAVISPRO, LLC	$	375.00
239253	07/28/2017	INGRAM LIBRARY SERVICES	$	374.63
239250	07/28/2017	HOWARD, TIMOTHY W.	$	371.84
239309	07/28/2017	WOW!	$	369.07
238664	07/07/2017	AXIS FORENSIC TOXICOLOGY,	$	369.00
T4533	07/07/2017	AIRGAS USA, INC.	$	368.48
238701	07/07/2017	GULF COAST ELECTRIC COOP.	$	365.01
238680	07/07/2017	COQUI DISPOSAL SERVICES,	$	364.26
238725	07/07/2017	OFFICE DEPOT, INC.	$	363.26
238969	07/21/2017	C.V.S.O.A.	$	360.00
239036	07/21/2017	GRAINGER	$	357.98
238855	07/14/2017	MATTHEW BENDER & COMPANY	$	356.32
238996	07/21/2017	CULLIGAN WATER SERVICES	$	355.28
239237	07/28/2017	GARETH STEVENS PUBLISHING	$	353.00
239271	07/28/2017	MATHERS, CHRISTOPHER	$	352.00
238791	07/14/2017	CAROLINA SOFTWARE	$	350.00
239000	07/21/2017	DEADY P.A., ERIN L.	$	350.00
239137	07/21/2017	SCOTT, JASON M.	$	350.00
239192	07/28/2017	ANIMAL TALES, LLC	$	350.00
238857	07/14/2017	MEDIACOM	$	345.39
238806	07/14/2017	CULLIGAN WATER SERVICES	$	345.00
238807	07/14/2017	WORKING PARTNERS, LLC	$	345.00
T4583	07/28/2017	SOUTHERN TIRE MART LLC	$	344.00
239182	07/21/2017	WOW!	$	342.66
239087	07/21/2017	MARITECH MACHINE, INC.	$	338.50
238905	07/14/2017	UPTON REFRIGERATION SALES	$	325.00
238908	07/14/2017	WILLIAMS, CHARLES	$	325.00
239194	07/28/2017	AUTOZONE INC	$	314.58
238971	07/21/2017	CAMERON SKINNER DEVELOPME	$	310.74
239249	07/28/2017	BUTLER ANIMAL HEALTH HOLD	$	305.72
T4550	07/14/2017	SMITH INDUSTRIAL SERVICE	$	300.00
238869	07/14/2017	PITNEY BOWES GLOBAL FINAN	$	300.00
239103	07/21/2017	NEFLIN	$	300.00
239104	07/21/2017	NEFLIN	$	300.00
239118	07/21/2017	PERKINELMER GENETICS, INC	$	300.00
238796	07/14/2017	CITY OF PANAMA CITY BEACH	$	298.95

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T4562	07/21/2017	PREFERRED MATERIALS, INC	$	297.28
238673	07/07/2017	CAVENDISH SQUARE PUBLISHI	$	283.46
238817	07/14/2017	ENVIROMED OF BAY COUNTY,	$	280.00
238954	07/21/2017	BAY RADIOLOGY WOMENS IMAG	$	275.00
239260	07/28/2017	LAW OFFICE OF JAMES DOWGU	$	275.00
239239	07/28/2017	GRAINGER	$	272.91
238888	07/14/2017	SPRINT	$	272.11
238997	07/21/2017	WORKING PARTNERS, LLC	$	270.00
238752	07/07/2017	VERIZON WIRELESS	$	261.89
238685	07/07/2017	DANA SAFETY SUPPLY, INC	$	258.30
238816	07/14/2017	ENVELOC, INC.	$	255.00
238844	07/14/2017	CLERK OF CIRCUIT COURT	$	255.00
239128	07/21/2017	RELIABLE COPY PRODUCTS, I	$	251.00
239113	07/21/2017	OVERHEAD DOOR PRO SERVICE	$	250.00
238836	07/14/2017	BUTLER ANIMAL HEALTH HOLD	$	248.73
239284	07/28/2017	PARKWAY STORAGE INC.	$	244.00
239256	07/28/2017	JUNCO EMERGENCY PHYSICIAN	$	242.70
239091	07/21/2017	MCCALL SOD FARM	$	240.00
239195	07/28/2017	AXIS FORENSIC TOXICOLOGY,	$	240.00
238682	07/07/2017	CROWN HEALTH CARE LAUNDRY	$	236.40
238880	07/14/2017	ROWAN SUPPLIES LLC	$	236.04
238953	07/21/2017	BAY PEST CONTROL, INC.	$	235.78
238788	07/14/2017	CANCER DIAGNOSTICS INC	$	233.96
239098	07/21/2017	MOWREY ELEVATOR CO OF FLA	$	232.86
238994	07/21/2017	CROWN HEALTH CARE LAUNDRY	$	232.40
238804	07/14/2017	CROWN HEALTH CARE LAUNDRY	$	230.90
239220	07/28/2017	CROWN HEALTH CARE LAUNDRY	$	230.90
238818	07/14/2017	FEDERAL EXPRESS CORPORATI	$	226.81
239027	07/21/2017	GALLS, LLC	$	226.28
T4570	07/21/2017	YESCO SCAFFOLDING LLC	$	225.00
239172	07/21/2017	VISION SERVICE PLAN INSUR	$	225.00
239268	07/28/2017	MARITECH MACHINE, INC.	$	225.00
239183	07/21/2017	ZOETIS HOLDINGS LLC	$	224.11
238773	07/14/2017	BANKS, DONALD J.	$	222.80
239134	07/21/2017	SAFETY-KLEEN SYSTEMS, INC	$	222.55
238897	07/14/2017	TEK DISTRIBUTORS, INC.	$	221.89
239303	07/28/2017	THREADED FASTENERS, INC.	$	221.70
238779	07/14/2017	BLACKSTONE AUDIO, INC	$	220.55
239290	07/28/2017	ROWAN SUPPLIES LLC	$	219.85
238663	07/07/2017	AT&T	$	217.72
238790	07/14/2017	INDEPENDENT CLINICAL LAB.	$	217.00
239291	07/28/2017	SAFETY-KLEEN SYSTEMS, INC	$	215.22
238893	07/14/2017	SWANA	$	212.00
238785	07/14/2017	BROCKMAN, NANCY	$	210.55

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238648	07/07/2017	CLERK OF COURT-ANDERSON C	$	210.00
238922	07/21/2017	CLERK OF COURT-ANDERSON C	$	210.00
239301	07/28/2017	TEN-8 FIRE EQUIPMENT, INC	$	209.97
238856	07/14/2017	POWERMAX360 LLC	$	202.50
239289	07/28/2017	RECORDED BOOKS INC.	$	202.23
239125	07/21/2017	QUARLES, JODY JAMES	$	200.00
239160	07/21/2017	THE STATE OF FLORIDA	$	200.00
238835	07/14/2017	HAMCO BUSINESS MEDIA	$	196.35
238932	07/21/2017	7G ENVIRONMENTAL COMPLIAN	$	190.00
238864	07/14/2017	NAVISPRO, LLC	$	189.68
238777	07/14/2017	BAY MEDICAL SACRED HEART	$	186.53
238780	07/14/2017	BLUE DOT SOLUTIONS, INC	$	186.05
239051	07/21/2017	HOLLEY INC PANAMA CITY	$	185.84
238669	07/07/2017	BROCK LAWN AND PEST CONTR	$	184.00
239010	07/21/2017	EMERALD COAST ANSWERPHONE	$	182.19
238985	07/21/2017	CLEAN FLOORS ENTERPRISES	$	182.00
238692	07/07/2017	FEDERAL EXPRESS CORPORATI	$	179.63
238789	07/14/2017	CANON FINANCIAL SVCS, INC	$	177.95
239186	07/28/2017	A. PHELPS PETROLEUM OF NW	$	177.60
238871	07/14/2017	PRESIDIO NETWORKED SOLUTI	$	175.00
239133	07/21/2017	RUBBER & SPECIALTIES, INC	$	172.29
E071017	07/10/2017	FIRST DATA GLOBAL LEASING	$	172.16
238657	07/07/2017	US DEPT OF EDUCATION	$	167.70
238929	07/21/2017	US DEPT OF EDUCATION	$	167.70
238984	07/21/2017	CITY OF PORT ST. JOE	$	165.98
239115	07/21/2017	PAUL SIMS CONSTRUCTION	$	163.89
238928	07/21/2017	UNITED WAY OF NORTHWEST F	$	160.36
239002	07/21/2017	DEXTER, MARC	$	160.00
239005	07/21/2017	DOOR CONTROL, INC.	$	160.00
239022	07/21/2017	FORD, CONSSANDRA GAIL	$	160.00
239028	07/21/2017	GIBBS JR, RICHARD L.	$	160.00
239033	07/21/2017	GOODWIN, JOHN F	$	160.00
239095	07/21/2017	METCALF, DAVID	$	160.00
239266	07/28/2017	MAD HATTER TOTAL CAR CARE	$	158.74
238965	07/21/2017	BYRON-KIRKLAND, TAYLOR	$	157.77
239029	07/21/2017	GILBERT, RYAN	$	157.09
239235	07/28/2017	GALE/CENGAGE LEARNING	$	155.94
239208	07/28/2017	CENTER POINT LARGE PRINT	$	155.79
239030	07/21/2017	GILES, COLBY A	$	155.56
238737	07/07/2017	SOUTHERN CLEANING SUPPLY	$	153.90
238671	07/07/2017	CANON FINANCIAL SVCS, INC	$	153.20
238865	07/14/2017	NORTH CAROLINA VETERINARY	$	150.00
239163	07/21/2017	UKULELE ORCH OF ST. ANDRE	$	150.00
239230	07/28/2017	FIRST AMERICAN TITLE INSU	$	150.00

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239082	07/21/2017	MAD HATTER TOTAL CAR CARE	$	148.82
238956	07/21/2017	BELMONT, KIRT	$	147.38
239139	07/21/2017	SEAMAN, VIANAH	$	146.03
239162	07/21/2017	THOMAS, ANGELA	$	144.98
238886	07/14/2017	SHRED-IT US JV LLC	$	140.64
239202	07/28/2017	BENNETT P.A., DERRICK	$	140.00
239225	07/28/2017	ENVIROMED OF BAY COUNTY,	$	140.00
239229	07/28/2017	FEDERAL EXPRESS CORPORATI	$	136.68
238809	07/14/2017	DAVIS EXTERMINATORS, INC.	$	135.00
239187	07/28/2017	AAA COOPER TRANSPORTATION	$	134.25
239242	07/28/2017	GREY HOUSE PUBLISHING	$	134.10
238921	07/21/2017	AMERICAN HERITAGE LIFE IN	$	133.77
238823	07/14/2017	GALE/CENGAGE LEARNING	$	133.60
238977	07/21/2017	CITY OF LYNN HAVEN	$	132.13
238959	07/21/2017	BOCCI GROUP INC	$	126.62
238655	07/07/2017	ROLFE & LOBELLO, P.A.	$	125.00
238927	07/21/2017	ROLFE & LOBELLO, P.A.	$	125.00
238746	07/07/2017	TECO PEOPLES GAS	$	122.36
239132	07/21/2017	ROSS, RICHARD	$	120.21
238770	07/14/2017	FOSTER LABS LLC	$	120.00
238933	07/21/2017	ACCURATE BACKGROUND CHECK	$	120.00
239304	07/28/2017	TISSUE TECHNIQUES PATHOLO	$	120.00
238863	07/14/2017	MULLER, JAMES	$	118.30
239078	07/21/2017	LIVINGSTON, MARK	$	117.40
238765	07/14/2017	ADT US HOLDINGS, INC	$	117.38
238868	07/14/2017	PITNEY BOWES	$	117.03
238761	07/14/2017	A. PHELPS PETROLEUM OF NW	$	116.70
238678	07/07/2017	CITY OF WEWAHITCHKA	$	115.70
239068	07/21/2017	KINARD, DARLUS	$	114.36
238849	07/14/2017	LEXISNEXIS RISK SOLUTIONS	$	114.14
238960	07/21/2017	BOUND TREE MEDICAL, LLC	$	113.74
239191	07/28/2017	ANDERSON, WAYNE E.	$	112.00
239227	07/28/2017	FAIRCLOTH, CHRISTOPHER O.	$	112.00
239099	07/21/2017	MYERS, MATTHEW	$	110.71
T4574	07/28/2017	AP SOUND INC	$	110.62
239123	07/21/2017	PROFESSIONAL COURT REPORT	$	110.00
238951	07/21/2017	BAY LIVING INC.	$	107.30
239061	07/21/2017	JOHNSON, LARRY	$	107.30
239140	07/21/2017	SHUMATE, DARYL	$	106.98
239214	07/28/2017	CITY OF PARKER	$	106.56
239238	07/28/2017	GILMORE, WAYNE	$	105.00
238938	07/21/2017	ALLEN, DAVID	$	102.17
238695	07/07/2017	FL DEPT OF ENVIRONMENTAL	$	100.00
239062	07/21/2017	JOHNSON, TRENT	$	97.09

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238966	07/21/2017	BUTLER, EILEEN	$ 96.79
238821	07/14/2017	FORTRES GRAND CORPORATION	$ 96.38
238784	07/14/2017	BROCK LAWN AND PEST CONTR	$ 95.00
238879	07/14/2017	RO-MO PHOTO	$ 95.00
238672	07/07/2017	CANON SOLUTIONS AMERICA,	$ 94.11
238794	07/14/2017	CITY OF CALLAWAY	$ 89.82
238704	07/07/2017	CA FLORIDA HOLDINGS INC.	$ 89.42
239093	07/21/2017	MCLEOD, CHERYL LYNN	$ 89.25
238735	07/07/2017	SIGHTLINE CREATIVE, INC.	$ 89.01
238899	07/14/2017	TESSCO, INC.	$ 86.51
238824	07/14/2017	GALLS, LLC	$ 83.29
239105	07/21/2017	NELSON, ISOLDE U	$ 81.78
239288	07/28/2017	QUILL CORPORATION	$ 79.79
238687	07/07/2017	DENTAL IMAGING TECHNOLOGI	$ 75.00
239199	07/28/2017	BAY PEST CONTROL, INC.	$ 75.00
239231	07/28/2017	FL DEPT OF ENVIRONMENTAL	$ 75.00
239085	07/21/2017	MALDONADO, JASMINE	$ 74.99
238862	07/14/2017	MOTION INDUSTRIES INC	$ 74.40
239111	07/21/2017	OFFICE DEPOT, INC.	$ 74.14
239107	07/21/2017	NI GOVERNMENT SERVICES IN	$ 73.73
239164	07/21/2017	ULVERSCROFT LARGE PRINT B	$ 72.21
238732	07/07/2017	RECORDED BOOKS INC.	$ 71.98
239116	07/21/2017	PENGUIN RANDOM HOUSE LLC	$ 70.00
239169	07/21/2017	VAUGHN, EVERETTE	$ 69.37
239141	07/21/2017	SIMONSON CONSTRUCTION INC	$ 68.86
238962	07/21/2017	BREAULT, SAMANTHA	$ 67.29
239094	07/21/2017	MELANCHUK, JOPHIA	$ 67.29
238793	07/14/2017	CENTER POINT LARGE PRINT	$ 66.51
239151	07/21/2017	T SQUARED CONSTRUCTION SE	$ 66.14
238860	07/14/2017	MIDWEST TAPE	$ 65.15
238867	07/14/2017	OFFICE OF PUBLIC DEFENDER	$ 62.50
239262	07/28/2017	LEAF CAPITAL FUNDING	$ 61.20
239176	07/21/2017	WATSON, KEELY MICHELLE	$ 60.00
T4582	07/28/2017	SONITROL OF TALLAHASSEE,	$ 59.00
239096	07/21/2017	MIDWEST TAPE	$ 58.96
239086	07/21/2017	MANLEY, JAMES	$ 58.66
238944	07/21/2017	B&C TECHNOLOGIES	$ 58.00
238958	07/21/2017	BLACKSTONE AUDIO, INC	$ 57.92
239217	07/28/2017	CONRAD, PATRICIA	$ 57.78
239037	07/21/2017	GRIFFIN, BRUCE	$ 57.30
239131	07/21/2017	ROBERTS, MARIAN	$ 56.98
238989	07/21/2017	COMPBENEFITS	$ 56.50
238792	07/14/2017	CDW GOVERNMENT, INC.	$ 55.82
239184	07/21/2017	ZUERCHER, BRANDON	$ 55.43

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
238892	07/14/2017	SUNCOAST AQUARIUMS	$ 55.00
238778	07/14/2017	BEACH MOWER INC	$ 54.95
239146	07/21/2017	STARNER, JASON	$ 53.80
238957	07/21/2017	BESSMER, DANIEL	$ 53.77
239106	07/21/2017	NEW READERS PRESS	$ 53.75
239050	07/21/2017	HOCK, MATTHEW	$ 52.96
238909	07/14/2017	WILLIAMS, DOUGLAS	$ 50.82
238826	07/14/2017	GEORGIA PETROLEUM, INC	$ 50.00
239102	07/21/2017	NEASE, PATRICIA	$ 50.00
239285	07/28/2017	PERKINELMER GENETICS, INC	$ 50.00
239287	07/28/2017	QUADMED, INC	$ 49.90
239276	07/28/2017	MOTION INDUSTRIES INC	$ 49.68
238923	07/21/2017	CINCINNATI LIFE INSURANCE	$ 48.62
239056	07/21/2017	IBS OF TALLAHASSEE	$ 46.45
238898	07/14/2017	TERMINIX	$ 46.00
238875	07/14/2017	RECORDED BOOKS INC.	$ 45.00
239097	07/21/2017	MILLER, ARIEL	$ 44.44
239009	07/21/2017	EDGEWATER HOMES, INC	$ 43.98
239240	07/28/2017	GREASE PRO	$ 43.44
238945	07/21/2017	BAKUTIS, GINTARAS	$ 43.21
238907	07/14/2017	WALTON COUNTY SHERIFF'S O	$ 40.00
239302	07/28/2017	INSIGHT SERVICES, INC	$ 40.00
239306	07/28/2017	VERIZON WIRELESS	$ 38.73
238964	07/21/2017	BROCKMAN, NANCY	$ 38.52
238842	07/14/2017	CLERK OF CIRCUIT COURT	$ 38.50
238829	07/14/2017	GULF COAST PEST CONTROL,	$ 38.00
239144	07/21/2017	SPENCER, GENEVIA	$ 37.90
239003	07/21/2017	DILLARD, KAREN	$ 36.25
239300	07/28/2017	TECO PEOPLES GAS	$ 35.85
238883	07/14/2017	SCHAUER, BONNIE	$ 35.00
238949	07/21/2017	BAY COUNTY LAW LIBRARY	$ 35.00
239017	07/21/2017	FL GOVERNMENT FINANCE	$ 35.00
239032	07/21/2017	GLOVER, SANDRA	$ 35.00
239063	07/21/2017	JOINS, BRENDA	$ 35.00
239126	07/21/2017	RADTKE, JESSICA	$ 35.00
239138	07/21/2017	SCURLOCK, SANDRA	$ 35.00
239307	07/28/2017	WINTERS, JAMES	$ 35.00
239203	07/28/2017	BLACKSTONE AUDIO, INC	$ 34.91
239065	07/21/2017	JONES, THOMAS	$ 34.78
239025	07/21/2017	FROHLICH, MICHAEL	$ 34.07
238973	07/21/2017	CHAPMAN, NANCY	$ 32.83
239177	07/21/2017	WHITE, JACK	$ 32.32
239221	07/28/2017	WATERCO OF THE CENTRAL ST	$ 31.87
238990	07/21/2017	CONWAY, QUENITA	$ 31.52

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
239077	07/21/2017	LINDE, RICHARD	$ 31.20
239121	07/21/2017	PLP INC	$ 30.31
239070	07/21/2017	KISELLUS, DOROTHY	$ 30.28
239205	07/28/2017	CASSEL, KATRINA	$ 30.00
238684	07/07/2017	WATERCO OF THE CENTRAL ST	$ 29.95
238677	07/07/2017	CITY OF PANAMA CITY UTILI	$ 29.57
239053	07/21/2017	HUCKABY, ELIZABETH	$ 28.72
239026	07/21/2017	GALE/CENGAGE LEARNING	$ 27.99
239155	07/21/2017	TAYLOR, HARRY	$ 26.60
238699	07/07/2017	FOX, CHRISTOPHER	$ 26.00
238736	07/07/2017	SOLOTS, DAVID	$ 26.00
239114	07/21/2017	PACER SERVICE CENTER	$ 25.10
238811	07/14/2017	DEPT OF BUSINESS & PROF R	$ 25.00
238853	07/14/2017	MAD HATTER TOTAL CAR CARE	$ 22.50
238873	07/14/2017	QUILL CORPORATION	$ 21.63
239101	07/21/2017	NATIONAL INSURANCE SERVIC	$ 21.38
238968	07/21/2017	BUTTS, SUSAN	$ 21.30
239148	07/21/2017	SUPREME ENERGY INC.	$ 20.29
238987	07/21/2017	CMH PARKS INC	$ 20.08
239263	07/28/2017	LUCAS, JANIE	$ 20.00
238786	07/14/2017	BUSH, MARCIA	$ 19.79
239012	07/21/2017	EMMETT, RANDY	$ 18.02
238783	07/14/2017	BRILLIANCE PUBLISHING INC	$ 17.97
239120	07/21/2017	PITTMAN, SEREETA	$ 16.91
238715	07/07/2017	LIBERTY COUNTY WATER & GA	$ 16.00
239048	07/21/2017	HELD, PHILIP	$ 15.95
239193	07/28/2017	FOSTER LABS LLC	$ 15.00
239245	07/28/2017	GULF COAST REG MEDICAL CE	$ 15.00
239153	07/21/2017	TASCHENKO, ANDREI	$ 14.48
239171	07/21/2017	VIROST, JEFFREY	$ 11.76
239100	07/21/2017	MYRKLE, DAN	$ 10.00
239275	07/28/2017	MIDWEST TAPE	$ 9.99
239084	07/21/2017	MAJORS, SAUNDRA	$ 9.85
239054	07/21/2017	HUPP, SCOTT	$ 9.07
239224	07/28/2017	ECONFINA CARDIOLOGY GROUP	$ 8.64
238967	07/21/2017	BUTTON, FRANCES	$ 8.07
239064	07/21/2017	JONES, JOHN	$ 6.76
239055	07/21/2017	HYLAND, ROBERT	$ 5.43
239149	07/21/2017	SUTTON, ANTWANETTE	$ 4.12
238767	07/14/2017	AMERICAN MESSAGING	$ 3.01
239174	07/21/2017	WAGEWORKS INC	$ 3.00
239219	07/28/2017	CRH AUTO REPAIR INC	$ 3.00
239088	07/21/2017	MARTINEZ, VICTOR	$ 2.53
239179	07/21/2017	WILD, WESLEY	$ 2.10

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
238904	07/14/2017	UNITED PARCEL SERVICE	$	1.12
238080	06/09/2017	SCHAUER, BONNIE	$	(35.00)
237755	05/26/2017	SIGHTLINE CREATIVE, INC.	$	(89.01)
232477	10/28/2016	AFLAC	$	(1,997.05)
		TOTAL BOARD OF COMMISSIONERS	**$**	**14,582,281.69**

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18770	7/18/2017	Facebook, Inc.	$	99,825.55
18773	7/18/2017	Garden & Gun Magazine LLC	$	80,160.00
18759	7/6/2017	Viacom International, Inc.	$	50,000.00
18760	7/6/2017	United States Postage Servic	$	50,000.00
18781	7/18/2017	Pinfish Media, LLC	$	48,375.00
18828	7/27/2017	NCC	$	45,164.75
DAJ000003799	7/20/2017	Paychex	$	33,818.22
DAJ000003783	7/6/2017	Paychex	$	31,784.57
18790	7/18/2017	Viant US, LLC	$	25,885.67
18793	7/18/2017	Wintergreen Corporation	$	23,489.20
18795	7/18/2017	YuMe Inc.	$	23,129.35
18812	7/20/2017	Pyro Shows, Inc.	$	19,750.00
18757	7/6/2017	Lou Hammond Group	$	19,565.00
18809	7/20/2017	NCC	$	17,266.05
18813	7/20/2017	Simpleview	$	16,000.00
18780	7/18/2017	Pandora Media, Inc.	$	15,734.78
18765	7/18/2017	Florida Blue	$	15,078.94
18833	7/27/2017	Spectrum Reach	$	14,126.15
18820	7/20/2017	Young Strategies	$	12,500.00
18777	7/18/2017	Inntopia-Sterling Valley Sys	$	12,358.12
18785	7/18/2017	Texas Monthly	$	12,335.00
18794	7/18/2017	Yahoo, Inc.	$	12,116.49
18788	7/18/2017	TripAdvisor, LLC	$	11,104.43
18832	7/27/2017	Softball Magazine	$	10,834.00
DAJ000003805	7/13/2017	American Express	$	9,974.70
18766	7/18/2017	Brand Networks, LLC	$	9,309.71
18756	7/6/2017	Lisa Armbruster	$	9,150.75
18830	7/27/2017	SearchWide	$	7,927.66
18786	7/18/2017	The Lamar Companies	$	7,420.00
WIRE	7/20/2017	Gosh PR	$	7,040.00
18768	7/18/2017	Curry Print	$	6,566.88
18775	7/18/2017	Harrison, Sale, McCloy	$	6,396.25
18752	7/6/2017	Gatehouse Media Northwest Fl	$	5,000.00
18811	7/20/2017	PCB Stair Climb	$	5,000.00
18804	7/20/2017	CyBear Interactive	$	4,678.36
DAJ000003800	7/20/2017	John Hancock USA	$	4,210.58
DAJ000003784	7/6/2017	John Hancock USA	$	4,091.24
18829	7/27/2017	Panama City Beach Parks & Re	$	4,088.50

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18824	7/27/2017	Cornerstone Marketing & Adve	$	3,901.50
18750	7/6/2017	Coastal Communications	$	3,525.00
18784	7/18/2017	Purchase Power	$	3,429.00
18826	7/27/2017	Florida Film Office, Inc.	$	3,325.00
18778	7/18/2017	Panama City Beach Chamber of	$	3,050.00
18754	7/6/2017	Hutt Insurance Agency, Inc	$	3,046.85
18803	7/20/2017	Curry Print	$	2,930.37
WIRE	7/20/2017	Lieb Management & Beteiligun	$	2,900.00
18779	7/18/2017	Panama City Beach Parks & Re	$	2,600.00
18821	7/27/2017	Anchor CEI, Inc.	$	2,600.00
18749	7/6/2017	Barberstock Systems, Inc.	$	2,397.00
18815	7/20/2017	Sports Facilities Management	$	2,393.75
18761	7/18/2017	Adswerve, Inc.	$	2,005.87
18782	7/18/2017	Powell Broadcasting	$	2,000.00
18797	7/20/2017	Terry Parris	$	2,000.00
18774	7/18/2017	Good Grit Magazine	$	1,995.00
18825	7/27/2017	Dewberry Engineers, Inc.	$	1,855.00
18763	7/18/2017	Beach TV Cable Company, Inc.	$	1,828.17
18789	7/18/2017	US Relay Corp	$	1,808.20
18798	7/20/2017	Carlton Fields, Attorneys at	$	1,735.00
18831	7/27/2017	Sinclair Broadcast Group c/o	$	1,572.50
18836	7/27/2017	WRBL-TV	$	1,496.00
18787	7/18/2017	Tipton, Marler, Garner & Cha	$	1,490.00
18748	7/6/2017	Ann Gager	$	1,405.40
18810	7/20/2017	Panama City Beach Parks & Re	$	1,300.00
18758	7/6/2017	Sports Facilities Management	$	1,179.40
18792	7/18/2017	Who Dey Prints & Embroidery	$	1,174.83
18802	7/20/2017	Credit Card Center	$	1,106.56
18827	7/27/2017	Lou Hammond Group	$	1,086.10
18796	7/18/2017	Cox Ventures V, Inc.	$	1,000.00
18769	7/18/2017	Destination Travel Network	$	995.00
18772	7/18/2017	Florida Blue Group Ancillary	$	789.39
18762	7/18/2017	Alabama Media Group	$	750.00
18806	7/20/2017	Garment Gear, Inc.	$	710.07
18817	7/20/2017	Who Dey Prints & Embroidery	$	698.98
18791	7/18/2017	WCTV-TV	$	510.00
18819	7/20/2017	WTXL LLC	$	467.50
18783	7/18/2017	Principal Financial Group	$	411.42

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18801	7/20/2017	Creative Printing of Bay Cou	$	353.10
18814	7/20/2017	Snelling Personnel-Panama Ci	$	271.00
18751	7/6/2017	Farmer's Marketing	$	258.00
18835	7/27/2017	WDFX-TV	$	255.00
WIRE	7/20/2017	Lieb Management & Beteiligun	$	243.70
DAJ000003785	7/6/2017	HSA Bank	$	200.00
DAJ000003801	7/20/2017	HSA Bank	$	200.00
18818	7/20/2017	WSFA	$	187.00
DAJ000003782	7/6/2017	Paychex	$	176.01
DAJ000003798	7/20/2017	Paychex	$	172.14
18822	7/27/2017	Comcast Cable	$	164.53
18767	7/18/2017	Coastal Communications	$	160.82
18834	7/27/2017	WAKA-TV	$	153.00
18800	7/20/2017	Community Coffee	$	98.15
18808	7/20/2017	Lockard & Williams Insurance	$	94.00
18823	7/27/2017	Community Coffee	$	93.89
18805	7/20/2017	Dara Davis	$	93.09
18755	7/6/2017	Jayna Leach	$	88.66
18816	7/20/2017	Vision Service Plan (IC)	$	87.13
18753	7/6/2017	Gulf Power	$	83.24
18764	7/18/2017	Billy Poteet	$	79.18
18807	7/20/2017	Living Interiors of Bay Coun	$	79.00
18776	7/18/2017	HealthiestYou	$	78.00
18771	7/18/2017	FedEx	$	60.00
DAJ000003786	7/6/2017	UPS	$	25.80
DAJ000003802	7/13/2017	UPS	$	25.80
DAJ000003803	7/20/2017	UPS	$	25.80
18799	7/20/2017	Carolyn Thomas	$	23.00
		TOTAL PANAMA CITY BEACH CVB	**$**	**864,553.80**

PANAMA CITY COMMUNITY
DEVELOPMENT COUNCIL

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1737	07/13/2017	ROBIN MALPASS & ASSOCIATES INC	$ 106,899.06
1741	07/13/2017	ROBIN MALPASS & ASSOCIATES INC	$ 103,449.06
1748	07/27/2017	VISA	$ 14,831.12
1724	07/06/2017	PANAMA CITY DOWNTOWN IMPROVEMENT	$ 5,000.00
1733	07/13/2017	LOU HAMMOND & ASSOC	$ 5,000.00
1721	07/06/2017	ENNEAD HARMONICS LLC	$ 2,655.00
1744	07/27/2017	HALL SEPTIC TANK SERVICE INC	$ 2,400.00
1727	07/13/2017	BURKE BLUE HUTCHISON WALTERS	$ 2,375.00
1745	07/27/2017	PMCAT	$ 2,200.00
1738	07/13/2017	SUMMIT BANK	$ 2,193.39
1732	07/13/2017	JUST THE COOK LLC	$ 2,114.32
1747	07/27/2017	SUMMIT BANK	$ 1,915.73
1728	07/13/2017	CITY OF PANAMA CITY	$ 1,642.30
1742	07/27/2017	CITY OF PANAMA CITY	$ 1,629.35
1743	07/27/2017	CITY OF PANAMA CITY	$ 1,550.00
1749	07/27/2017	VISA	$ 1,490.07
1734	07/13/2017	MARTIN THEATRE	$ 1,180.95
1735	07/13/2017	MATTHEW PARRAMORE	$ 1,050.00
1736	07/13/2017	RAYMOND JAMES & ASSOC INC	$ 413.47
1746	07/27/2017	RAYMOND JAMES & ASSOC INC	$ 363.47
1726	07/13/2017	FRANCO, ALEXIS, OWEN	$ 285.55
1740	07/13/2017	WES CATRETT	$ 250.00
1739	07/13/2017	SUNBELT RENTALS INC	$ 193.60
1731	07/13/2017	CURRY PRINT INC	$ 170.68
1722	07/06/2017	NICHOLAS K STILLWAGON	$ 150.00
1725	07/06/2017	TERRIE M STILLWAGON	$ 150.00
1729	07/13/2017	CITY OF PC-WATER DEPT	$ 106.98
1720	07/06/2017	ALEXIS FRANCO	$ 30.78
1730	07/13/2017	CULLIGAN BY WATERCO INC	$ 20.21
1723	07/06/2017	NICOLE LAGUERA	$ 17.28
		TOTAL PANAMA CITY CDC	**$261,727.37**

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
JULY 1, 2017 THROUGH JULY 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
6396	7/6/2017	Cornerstone Marketing & Advertising	$	19,042.60
6416	7/27/2017	Cornerstone Marketing & Advertising	$	18,887.50
6398	7/6/2017	City of Mexico Beach	$	4,250.00
6418	7/27/2017	City of Mexico Beach	$	4,250.00
6395	7/6/2017	Purchase Power	$	3,000.00
6405	7/13/2017	Florida Blue	$	2,279.10
EFT	7/17/2017	United States Treasury	$	1,826.54
6411	7/20/2017	Clear Channel Airports	$	1,020.00
6403	7/13/2017	US relay	$	925.85
6400	7/6/2017	Roberson & Associates, PA	$	400.00
6393	7/6/2017	Chase Card Services	$	296.51
6397	7/6/2017	Reginald Smith	$	275.00
6419	7/27/2017	Reginald Smith	$	275.00
6394	7/6/2017	Pitney Bowes Global Financial Services	$	263.22
6420	7/27/2017	The News Herald	$	250.38
6399	7/6/2017	Tabitha Gleichner	$	225.00
6414	7/20/2017	Fairpoint Communications	$	174.94
6417	7/27/2017	Tabitha Gleichner	$	150.00
6412	7/20/2017	Verizon Wireless	$	115.94
6404	7/13/2017	Duke Energy	$	111.68
6421	7/27/2017	MCI	$	76.37
6409	7/20/2017	Mediacom	$	75.90
6410	7/20/2017	Graba Java	$	75.00
6407	7/13/2017	Florida Combined Life	$	71.48
6415	7/20/2017	Safetouch Security Systems	$	29.32
6413	7/20/2017	Sandy's Stitches	$	22.50
6402	7/10/2017	Culligan Water Service	$	14.75
6406	7/13/2017	HY Holdings INC	$	12.00
6401	7/6/2017	Cathey's Ace Hardware	$	3.98
		TOTAL MEXICO BEACH CDC	**$**	**58,400.56**

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

AUG 01 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: July 31, 2017

RE: Inventory Deletions

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

Inventory Item	Explanation
County Pier	
Golf Cart Property No. 19598-0	Item is obsolete and/or non-functional.
Utility Dept	
Truck P213 Property No. 18647-0	Item is obsolete and/or non-functional.
Truck P269 Property No. 12281-0	Item is obsolete and/or non-functional.
Co-Op Extension	
Printer Property No. 11814-0	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/dlfowler

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

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: 0186-County Pier (Department) Date: 07/05/17

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/MODEL/YEAR
Electric Cart	53597 19598-0	2010/EZ Go Freedom SE
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
N/A		
Other Description:	**GVW:**	

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $ 0

Reason for Disposal: _____

Amount Realized (if sold) $ 0

Date: 07/05/17

Remarks: Transferred to Bone yard-photos attached

Signed _____ **Signed** _____

Parks Division Manager

Title _____ **Title** _____

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Utilities (Department) Date: 7/25/17

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/MODEL/YEAR
P213		Ford/Ranger/2003
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
209916	18647 51996	1FTYR10UX3PB40294
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

Effective Date:

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: _____

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $

Value on Records: $

Reason for Disposal: Needs new front-end.

Cost to repair exceeds the truck value.

Amount Realized (if sold) $

Effective Date: _____

Remarks: _____

Signed _____ **Signed** _____

Title _____ **Title** Utility Services Director

Insured Date: _____ By: _____

Risk Management

Rev 021612

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Utilities (Department) Date: 7/25/17

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/MODEL/YEAR
P269		Ford/F250/1996
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
144623	12281 52023	1FTEF25H6TLB46534
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

Effective Date: _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: _____

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: Unsafe for road due to front-end issues. Cost to repair exceeds the truck value.

Amount Realized (if sold) $ _____

Effective Date: _____

Remarks: _____

Signed _____ **Signed** _____

Title _____ **Title** Utilities Director

Insured Date: _____ By: _____

Rev 021612

LOC#0041

BAY COUNTY BOCC ACQUISITION/DISPOSITION FORM

TO: Board of County Commissioners

FROM: Co-Op Extension (Department)

Date: 07/25/17

Gentlemen:

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	MAKE
PRINTER	11814-0	HP
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
LASET JET 4L		USBB-948411
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	
Date Acquired:		Transferred ___ Sold ___ Junked	X
Vendor Name:		Traded ___ Trade-in Realized	$
Check No.:		Value on Records:	$ .00
Purchase Price:	$	Reason for Disposal:	Printer no longer works.
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	07/25/17

Remarks:

Signed

Title

Signed Marjorie Moore

Title County Extension Director

Insured Date

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JUL 28 2017

July 26, 2017

Board of County Commissioners
Bay County, Florida

Re: Investment Report – June 2017
Fiscal Year 2016-2017

Commissioners:

As the elected Clerk and Ex-officio auditor for the Board of County Commissioners, it is my statutory duty to invest any surplus funds being retained by Bay County. The investments or securities that can be purchased with public funds must conform to the provisions of Florida Statutes, Chapter 218.415. In addition to the statutory guidance, I also utilize a written investment policy.

Safety of capital is regarded as the highest priority in the handling of all investments. All other investment objectives, including liquidity and yield, are secondary to the safety of capital. The investment portfolio is made up of high quality investments and structured in such a manner to provide sufficient liquidity to pay obligations as they become due. I believe that all investment objectives are currently being achieved, in that; we are receiving a good investment return while still maintaining liquidity and principal safety.

Attached you will find the June 30, 2017 Investment Report which summarizes our investment position. Please let me know if you have any questions regarding this report.

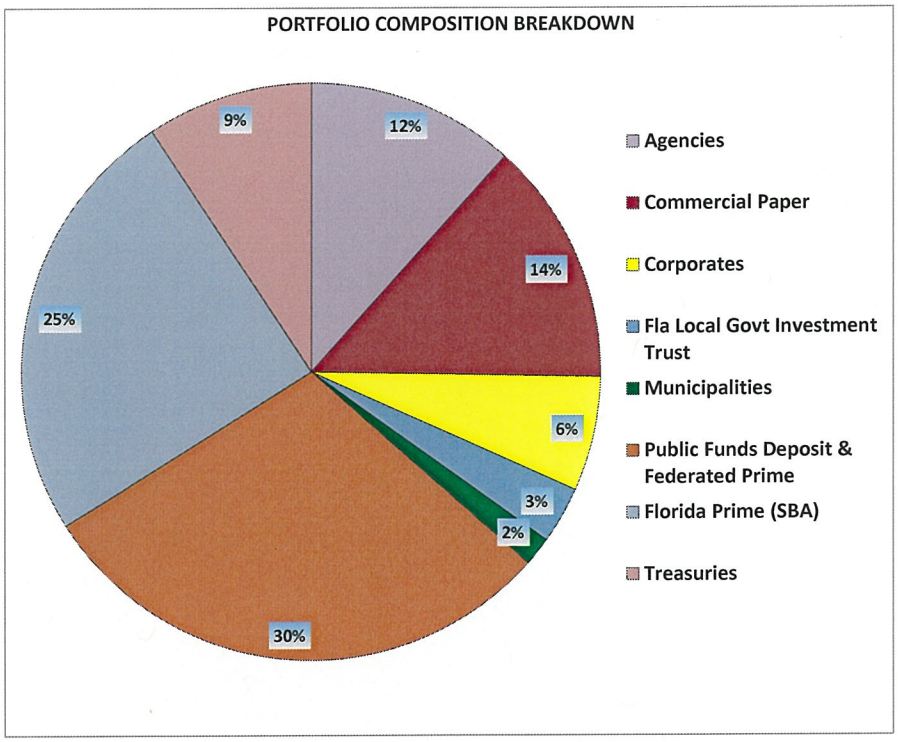
Sincerely,

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

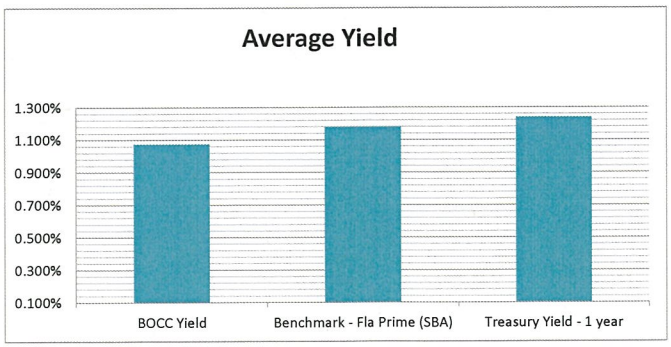
BAY COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016/2017
FOR THE QUARTER ENDING JUNE 30, 2017

	BUDGET	ACTUAL	VARIANCE
QUARTER TO DATE INCOME:	$ 150,483	$ 358,899	$ 208,416
FISCAL YEAR BUDGET vs. INCOME TO DATE:	$ 601,932	$ 813,437	$ 211,505



PORTFOLIO BREAKDOWN		
Agencies	$ 18,197,009	12%
Commercial Paper	$ 21,368,516	14%
Corporates	$ 10,035,370	6%
Fla Local Govt Investment Trust	$ 5,014,923	3%
Municipalities	$ 2,531,794	2%
Public Funds Deposit & Federated Prime	$ 46,178,994	30%
Florida Prime (SBA)	$ 38,461,970	25%
Treasuries	$ 14,568,301	9%
Total Portfolio	$156,356,877	100%
Portfolio Average Yield	1.076%	

Total Portfolio includes $21,221,962 in bond related funds.



BOCC Yield	1.076%
Benchmark - Fla Prime (SBA)	1.180%
Treasury Yield - 1 year	1.240%

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JUL 28 2017

July 28, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through July 27, 2017. 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 2017
As of July 27, 2017

Fund #	Fund	REVENUES Budget	REVENUES Actual	% Budget	NON-REVENUES Budget	NON-REVENUES Actual	% Budget	EXPENDITURES Budget	EXPENDITURES Actual	% Budget	INCR (DECR) Fund Balance
001	General Fund	98,619,877	87,532,351	89%	14,877,700	117,968	1%	113,497,577	83,035,003	73%	4,615,316
101	Transportation	31,196,387	11,585,963	37%	19,162,280	7,068,980	37%	50,358,667	29,173,773	58%	(10,518,829)
102	.5% Infrastructure Surtax	8,407,525	4,541,470	54%	-	-	0%	8,407,525	206,315	2%	4,335,155
111	Road Impact-Beach/Airport	-	884	0%	190,521		0%	190,521	-	0%	884
112	Road Impact-East Bay County	-	1,441	0%	310,608		0%	310,608	-	0%	1,441
113	Road Impact-Panama City	-	124	0%	26,592		0%	26,592	-	0%	124
114	Road Impact-Southport/Sandhills	-	999	0%	215,234		0%	215,234	-	0%	999
118	Transit	4,970,434	2,813,427	57%	-		0%	4,970,434	2,741,147	55%	72,281
120	Library	1,044,653	1,127,427	108%	2,170,377	100,000	5%	3,215,030	2,434,141	76%	(1,206,714)
125	Tourist Development	10,050,000	7,500,745	75%	4,703,754		0%	14,753,754	12,538,184	85%	(5,037,439)
126	Mexico Beach - TDC	549,350	454,434	83%	26,523		0%	575,873	501,316	87%	(46,882)
127	Beach Nourishment - TDC	3,447,395	2,646,197	77%	32,360,910		0%	35,808,305	14,098,995	39%	(11,452,799)
128	TDC - 5th Cent	3,350,000	2,518,789	75%	4,469,803		0%	7,819,803	60,423	1%	2,458,366
129	Panama City - TDT	1,500,000	1,080,286	72%	1,261,911		0%	2,761,911	1,609,717	58%	(529,431)
130	Public Safety E911	815,215	465,778	57%	1,000,000		0%	1,815,215	501,812	28%	(36,035)
133	Intergov't Radio Communication	465,790	420,750	90%	484,299	63,225	13%	950,089	370,131	39%	113,844
140	District Mosquito Control	1,265,971	1,259,468	99%	136,273		0%	1,402,244	1,096,878	78%	162,590
145	MSTU-Fire Protection	8,066,919	7,851,193	97%	1,000,000		0%	9,066,919	6,755,171	75%	1,096,022
167	MSBU Fund	44,840	16,142	36%	25,000	-	0%	69,840	32,547	47%	(16,406)
401	Water Sys Revenue Fund	16,780,409	12,645,397	75%	21,014,015		0%	37,794,424	9,031,095	24%	3,614,303
420	Retail Water & Wastewater	12,282,035	9,808,138	80%	2,197,542	-	0%	14,479,577	7,159,940	49%	2,648,198
430	Solid Waste Fund	12,120,317	10,035,118	83%	3,089,430		0%	15,209,747	11,034,905	73%	(999,786)
440	Builders' Services	981,400	940,836	96%	3,800,000		0%	4,781,400	1,241,985	26%	(301,149)
450	Emerg Medical Svcs	6,840,892	10,221,040	149%	814,462		0%	7,655,354	5,921,196	77%	4,299,844
501	Internal Service Fund	4,404,028	3,024,467	69%	204,607		0%	4,608,635	3,284,343	71%	(259,876)
505	Workers' Compensation	1,204,381	896,645	74%	30,529		0%	1,234,910	885,073	72%	11,573
506	Insurance Fund	3,092,491	2,321,653	75%	47,890		0%	3,140,381	3,151,218	100%	(829,565)
510	Utilities	1,518,531	1,160,963	76%	-		0%	1,518,531	1,024,940	67%	136,023
	Revenue Sub Total	233,018,840	182,872,128	78%	113,620,260	7,350,173	6%				
	Combined Revenue & Expenditures	**346,639,100**	**190,222,301**	**55%**				**346,639,100**	**197,890,249**	**57%**	**(7,667,948)**

Notes:
Fund 450 does not include allowance for doubtful accounts.

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
AUG 01 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of the Circuit Court & Comptroller

DATE: July 31, 2017

RE: Tax Certificate Refunds and/or Cancellations

Pursuant to Section 197.131 and 197.122, F.S., and Chapters 12D-8.021 and 12D-13.006, F.A.C., the following tax certificates have been approved for correction or cancellation by the Florida Department of Revenue and a refund is due as follows:

RE# 13145-050-000 Ronald B. Hamlin	**$ 502.30**
RE# 12017-524-000 Beach Airbrush	**89.51**
Cert No. 5181 (2017) Affiliated Tax Co. LLC-17	**635.06**
RE# 11588-504-000 Craig M. Sehlhorst	**366.14**
TOTAL	**$ 1,593.01**

The requested action is for the Board to approve the refund totaling $1,593.01 The Bay County Tax Collector and the Department of Revenue have approved the refund request.

Bill K

BK/dlfowler

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

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

P.O. Box 2285 Panama City, FL 32402-2285

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

July 14, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 2269
Panama City, FL 32402

Dear Sir:

Please be advised that a refund has been granted by the Florida Department of Revenue and/or Bay County Property Appraiser's office for the 2016 property taxes for parcel number 13145-050-000 assessed in the name of Ronald B. Hamlin. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 502.30. Please remit our office your check in this amount made payable to Chuck Perdue, Tax Collector. Our office will refund the property owner when all monies have been received.

Thank you for your assistance in this matter.

Sincerely,

Mark Peel
Tax Dept.

DR-462
R. 12/02

DEPARTMENT OF REVENUE

For DOR Use Only	
Refund Ordered ☐ Denied ☐ Date	AI#:
Department of Revenue	TPP:
Subject Matter Index Code:	
Control Number:	RP:
Date Received:	

Application for Refund of Ad Valorem Taxes

State of Florida
County of BAY

Pursuant to Section 197.182 Florida Statutes,

RONALD B. HAMLIN (Payee) of P. O. BOX 1225 PANAMA CITY, FLORIDA 32402 (Mailing Address)

hereby makes application to the County Tax Collector for refund of $ 1,201.73 (Amount) for the tax year 2016 of moneys paid to the County Tax Collector and as justification therefor present the following facts: (State specific reason for refund - See attachments.)

Under penalties of perjury, I declare that I have read the foregoing Application for Refund of Ad Valorem Taxes and that the facts stated in it are true. If prepared by someone other than the Taxpayer, his/her declaration is based on all information of which he/she has knowledge.

Signature and Title Applicant/Payee

JULY 12, 2017
Date

Submitted by:
Tax Collector _____ (Signature) on JULY 12, 2017 (year)

County of BAY (County) Florida.

Parcel # 13145-050-000

Page/Line

Check No.:

Date:

Approved By:

2016-119
BC-589
R. 06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2016 (year) Tax Roll:

Parcel ID Number	13145-050-000	O.R. Book & Page Number	ORB 1018 P 1478
Name & Address	HAMLIN, RONALD B PO BOX 1225 PANAMA CITY, FL 32402 1225	Tax Roll Description	30 3S 14W -97.6- ST A B DEV CO PLAT LOTS 73, 88 & S 15' See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		**The Correct Assessed Valuation Is:**	
Market Value	191,505	**Market Value**	93,261
Assessed or Classified Use Value	191,505	**Assessed or Classified Use Value**	93,261
Exempt Value		**Exempt Value**	-
# **Taxable Value**	191,505	**Taxable Value**	93,261
Penalty (TPP)		**Penalty (TPP)**	
Initial Total Tax	2,440.08	**Corrected Total Tax**	1,188.28

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of ap 7/21/2016 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under se

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] **Correct N & A**	[ ] **Add to Roll**	[ ] **Delete from Roll**		[ ] **Exemptions:**	[ ] **HX**	[ ] **Widow(er)s**
[ ] **Combined with Parcel #**					[ ] **Disab.**	[ ] **Wholly**
[ ] **Doubled with Parcel #**					[ ] **Allow Ag. Classification**	
[X] **Adj. Value**	[X] **Land**	[ ] **Bldg.**	[ ] **Misc.**	[ ] **TPP**	[ ] **Correct Property Description**	
[ ] **Adjust Square Feet**		[ ] **Adjust Lot Size**			[ ] **Amendment 10 Change**	
[ ] **Adjust Acreage**		[ ] **Adjust No. of Lots**			[ ] **Back Assess**	[ ] **Curtilage Change**
[ ] **Adjust No. of Res. Units**		[ ] **Adjust Use of Property**	[ ] **Improv.**	[ ] **Vacant**	[ ] **Comm.**	
[ ] **OTHER - XFOB**						

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. FLA DEPT OF TRANSPORTATION R/W PARCEL 144 NOT CUT-OUT.
STIPULATED FINAL JUDGMENT RECORDED 03/31/17

REASON CODE 10
TAX DIST 055

Dan Sowell, Property Appraiser Sheila Gray 7/12/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2016 REAL ESTATE NOTICE-RECEIPT

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
13145-050-000			0055

TAX BILL NUMBER R0446930

HAMLIN, RONALD B
PO BOX 1225

PANAMA CITY FL 32402-1225

4.960
30 3S 14W -97.6- MAP#-91B3-
ST A B DEV CO PLAT
LOTS 73, 88 & S 15' LOT 72
LYING N OF ST RD 390 & EAST OF
SITE: HWY 390 PANAMA CITY 32405

MAILING ADDRESS: P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00465000	191,505		191,505	890.50
SCHOOL RLE	.00452700	191,505		191,505	866.94
SCHOOL DISC	.00194800	191,505		191,505	373.05
FC-BAY CO FIRE	.00138000	191,505		191,505	264.28
NW FL WATER MGT	.00003660	191,505		191,505	7.01
CO MOSQUITO	.00020000	191,505		191,505	38.30

********** PAID **********
11/09/2016 6262144 DR-90
R0446930 2016 $2,342.48
PAYER: HAMLIN, RONALD B

TOTAL MILLAGE .01274160 AD VALOREM TAXES

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS

See reverse side for important information

IF PAID BY PLEASE PAY:	11/30/2016	12/31/2016	01/31/2017	02/28/2017	03/31/2017
	2,342.48	2,366.88	2,391.28	2,415.68	2,440.08

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT
AFTER MARCH 31st, TAXES MUST BE PAID WITH CASH, CASHIERS CHECK, OR MONEY ORDER.

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2016 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
13145-050-000			0055

TAX BILL NUMBER R0446930

HAMLIN, RONALD B
PO BOX 1225

4.960
30 3S 14W -97.6- MAP#-91B3-
ST A B DEV CO PLAT
LOTS 73, 88 & S 15' LOT 72
LYING N OF ST RD 390 & EAST OF

********** PAID **********
11/09/2016 6262144 DR-90 02-1225
R0446930 2016 $2,342.48
PAYER: HAMLIN, RONALD B

PLEASE PAY IN U.S. FUNDS TO CHUCK PERDUE, TAX COLLECTOR, P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

IF PAID BY PLEASE PAY:	11/30/2016	12/31/2016	01/31/2017	02/28/2017	03/31/2017
	2,342.48	2,366.88	2,391.28	2,415.68	2,440.08

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

P.O. Box 2285 Panama City, FL 32402-2285

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

July 14, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 2269
Panama City, FL 32402

Dear Sir:

Please be advised that a refund has been granted by the Florida Department of Revenue and/or Bay County Property Appraiser's office for the 2015 and 2016 property taxes for parcel number 12017-524 assessed in the name of Beach Airbrush. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 89.51. Please remit our office your check in this amount made payable to Chuck Perdue, Tax Collector. Our office will refund the property owner when all monies have been received.

Thank you for your assistance in this matter.

Sincerely,

Mark Peel
Tax Dept.

FLORIDA DEPARTMENT OF REVENUE

APPLICATION FOR REFUND OF AD VALOREM TAXES

Section 197.182 Florida Statutes

DR-462
R. 12/11
Rule 12D-16.002
Florida Administrative Code

COMPLETED BY APPLICANT

12017-524

File this form and supporting documents with your **county tax collector**.

Applicant name Mark Kleimeyer	County Bay	Date 6/27/17	
I am applying for a refund of $ 218 57 For the tax year(s) 2015, 2016, 20___, 20___	Mailing address	P.O. Box 27540 Panama City Beach, FL	

Describe the reason for the refund. Attach any documents that support your request for a refund.

I declare I have read this application and the facts in it are true. If prepared by someone other than the taxpayer, the declaration is based on all information the preparer knows.

Signature, applicant — Date 6/27/17

COMPLETED BY TAX COLLECTOR

☐ Approved	Parcel ID 12017-524	Date received
☐ Denied	Page and number	Check #

Signature — Title CSP — Date 7-17-17

☐ Submitted to the Department of Revenue (DOR) Recommendation: ☐ Order ☐ Deny

Explanation:

Instructions for submitting to DOR, if $2,500 or above or otherwise required

Complete DR-462 and send with:	**For taxes paid in error:**
1. A copy of the paid tax receipt for each tax year requested 2. Certificate of correction to the tax roll signed and dated by the property appraiser 3. Other supporting documents 4. Copy of homestead application or renewal, if required	1. Copy of certified letter to taxpayer (45 day notice) 2. Copy of certified mail, return receipt requested 3. Tax notice receipt 4. Other supporting documents

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us

Efax: 850-617-6107

COMPLETED BY DOR

Subject matter index code _____ ☐ Ordered ☐ Denied	☐ RP ☐ TPP Date approved Reviews
Signature, DOR	

HV

DR-409
R. 12/08

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATE OF CORRECTION OF TAX ROLL

Sections 197.131 and 197.122, F.S.

Bay County, Florida 2016-855

To: Tax Collector

You are authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described

☐ Real ☑ Tangible Personal Property on the 2015 (year) Tax Roll:

Parcel ID Number 12017-524

O.R. Book and Page Number

Tax Roll Description

Name and Address Beach Airbrush

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:
Market Value	5000	
Assessed or Classified Value	5000	
Exempt Value (Non-Homestead)		
Homestead (Regular) / (Additional)		
Parent/Grandparent Assessment Reduction		
Senior Citizen Homestead (County) / (Municipal)		
Taxable Value	5000	
Economic		
Historic (County) / (Municipal)		
Penalty (TPP)	72.48	14.50
Initial Total Tax		57.98

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/24/15 (Date) pursuant to section 193.1142, F.S.

This correction is: (check applicable box)
☑ a refund order being sent to the tax collector to issue the refund.*
☐ sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.
Must be sent to DOR if this first box is not checked, and the refund amount is $400 or more.

Reason(s) For Correction ☐ Correct N & A ☐ Add to Roll ☑ Delete from Roll ☐ Back Assess
☐ Correct Property Description ☐ Combined with Parcel # ☐ Doubled with Parcel #

☐ Exemptions/Assessment Limitations		☐ Adjusted Value		☐ Adjusted Use of Property
☐ Homestead	☐ Senior citizen homestead	☐ Land	☐ Adjusted square feet	☐ Improvement
☐ Widow(er)s	☐ Save Our Homes change	☐ Building	☐ Adjusted lot size	☐ Vacant
☐ Disabled	☐ Disabled veteran	☐ Miscellaneous	☐ Adjusted acreage	☐ Commercial
☐ Totally and permanently disabled	☐ Parent/grandparent assessment reduction	☐ Tangible personal property	☐ Adjusted number of lots	☐ Allow agricultural classification
☐ Governmental	☐ Renewable energy source	☐ Curtilage change	☐ Adjusted number of residential units	☐ Other
☐ Institutional	☐ Tangible personal property	☐ Other		Anna
☐ Other:				

Please explain reason(s) for correction (use additional pages, if needed.)

taxdist = 11

see attached documents

reasoncode = 19

Dan Sawell / R. Kianna Raffield: Tax Roll Director 7/1/17
County Property Appraiser/Deputy Title Date

Received by: County Tax Collector/Deputy Title Date

H ✓

DR-409
R. 12/08

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATE OF CORRECTION OF TAX ROLL

Sections 197.131 and 197.122, F.S.

Bay County, Florida 2016-856

To: Tax Collector

You are authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described

☐ Real ☑ Tangible Personal Property on the 2016 (year) Tax Roll:

Parcel ID Number 12017-524

O.R. Book and Page Number

Tax Roll Description

Name and Address Beach Airbrush

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	5000	Market Value	
Assessed or Classified Value	5000	Assessed or Classified Value	
Exempt Value (Non-Homestead)		Exempt Value (Non-Homestead)	
Homestead (Regular) / (Additional)		Homestead (Regular) / (Additional)	
Parent/Grandparent Assessment Reduction		Parent/Grandparent Assessment Reduction	
Senior Citizen Homestead (County) / (Municipal)		Senior Citizen Homestead (County) / (Municipal)	
Taxable Value	5000	Taxable Value	
Economic		Economic	
Historic (County) / (Municipal)		Historic (County) / (Municipal)	
Penalty (TPP)	6.76 / 13.95	Penalty (TPP)	
Initial Total Tax	55.81	Corrected Total Tax	

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/21/16 (Date) pursuant to section 193.1142, F.S.

This correction is: (check applicable box)
☑ a refund order being sent to the tax collector to issue the refund.*
☐ sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.
Must be sent to DOR if this first box is not checked, and the refund amount is $400 or more.

Reason(s) For Correction ☐ Correct N & A ☐ Add to Roll ☒ Delete from Roll ☐ Back Assess
☐ Correct Property Description ☐ Combined with Parcel # ☐ Doubled with Parcel #

☐ Exemptions/Assessment Limitations		☐ Adjusted Value		☐ Adjusted Use of Property
☐ Homestead	☐ Senior citizen homestead	☐ Land	☐ Adjusted square feet	☐ Improvement
☐ Widow(er)s	☐ Save Our Homes change	☐ Building	☐ Adjusted lot size	☐ Vacant
☐ Disabled	☐ Disabled veteran	☐ Miscellaneous	☐ Adjusted acreage	☐ Commercial
☐ Totally and permanently disabled	☐ Parent/grandparent assessment reduction	☐ Tangible personal property	☐ Adjusted number of lots	☐ Allow agricultural classification
☐ Governmental	☐ Renewable energy source	☐ Curtilage change	☐ Adjusted number of residential units	☐ Other
☐ Institutional	☐ Tangible personal property	☐ Other		Anna
☐ Other				

Please explain reason(s) for correction (use additional pages, if needed.)

taxdist = 11

see attached documents

reasoncode = 19

Dan Sowell / R. Kenny Raffield — County Property Appraiser/Deputy

Tax Roll Director — Title

7/7/17 — Date

Received by: _____ County Tax Collector/Deputy _____ Title _____ Date

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2015 PERSONAL PROPERTY REMINDER NOTICE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
12017-524			001

TAX BILL NUMBER P0072060

DELINQUENT TAX FOR PRIOR YEAR

BEACH AIRBRUSH
FAITH BEACH HOLDINGS, LLC
P O BOX 27540

PANAMA CITY BEA FL 32411

OTH PERS CARE SERVIC
RE 34487-000-000
BEACH AIRBRUSH

SITE: 14508 FRONT BEACH RD PANAMA CITY BE

MAILING ADDRESS: P.O. BOX 2285 PANAMA CITY, FL 32402 * (850) 248-8501 * http://tc.co.bay.fl.us

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00465000	5,000		5,000	23.25
SCHOOL RLE	.00495900	5,000		5,000	24.80
SCHOOL DISC	.00194800	5,000		5,000	9.74
NW FL WATER MGT	.00003780	5,000		5,000	.19
PROP APPR PENAL					14.50

********** PAID **********
6/27/2017 6011057 DR-01
P0072060 2015 $118.11
PAYER: KLEIMEYER, MARK ANTH

TOTAL MILLAGE .01159480 AD VALOREM TAXES

PLEASE BRING FOR RECEIPT
WALK-IN CUSTOMERS
AFTER MARCH 31st, TAXES MUST BE PAID WITH
CASH, CASHIERS CHECK OR MONEY ORDER

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS

See reverse side for important information

IF PAID BY	03/31/2016	04/30/2016	05/31/2016		
PLEASE PAY	100.60	101.69	103.97		

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2015 PERSONAL PROPERTY REMINDER NOTICE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
12017-524			001

TAX BILL NUMBER P0072060

DELINQUENT TAX FOR PRIOR YEA
DELINQUENT TAX FOR PRIOR YEA

OTH PERS CARE SERVIC
RE 34487-000-000
BEACH AIRBRUSH

BEACH AIRBRUSH
FAITH BEACH HOLDINGS, LLC
P O BOX 27540

PANAMA CITY BEA FL 32411

********** PAID **********
6/27/2017 6011057 DR-01
P0072060 2015 $118.11
PAYER: KLEIMEYER, MARK ANTH

PLEASE PAY IN U.S. FUNDS TO CHUCK PERDUE, TAX COLLECTOR, P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

IF PAID BY	03/31/2016	04/30/2016	05/31/2016		
PLEASE PAY	100.60	101.69	103.97		

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2016 PERSONAL PROPERTY REMINDER NOTICE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
12017-524			0011

TAX BILL NUMBER P0066540

DELINQUENT TAX FOR PRIOR YEARS

BEACH AIRBRUSH
FAITH BEACH HOLDINGS, LLC
P O BOX 27540

PANAMA CITY BEA FL 32411

OTH PERS CARE SERVIC
RE 34487-000-000
BEACH AIRBRUSH

SITE: 14508 FRONT BEACH RD PANAMA CITY BE

MAILING ADDRESS: P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00465000	5,000		5,000	23.25
SCHOOL RLE	.00452700	5,000		5,000	22.64
SCHOOL DISC	.00194800	5,000		5,000	9.74
NW FL WATER MGT	.00003660	5,000		5,000	.18
PROP APPR PENAL					13.95

********** PAID **********
6/27/2017 6011058 DR-01
P0066540 2016 $100.46
PAYER: KLEIMEYER, MARK ANTH

TOTAL MILLAGE .01116160 AD VALOREM TAXES

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT
AFTER MAR. 31st, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS

See reverse side for important information

IF PAID BY, PLEASE PAY:	03/31/2017	04/30/2017	05/31/2017		
	69.76	80.81	99.41		

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2016 PERSONAL PROPERTY REMINDER NOTICE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
12017-524			0011

TAX BILL NUMBER P0066540

DELINQUENT TAX FOR PRIOR YEARS
DELINQUENT TAX FOR PRIOR YEARS

OTH PERS CARE SERVIC
RE 34487-000-000
BEACH AIRBRUSH

BEACH AIRBRUSH
FAITH BEACH HOLDINGS, LLC
P O BOX 27540

PANAMA CITY BEA FL 32411

********** PAID **********
6/27/2017 6011058 DR-01
P0066540 2016 $100.46
PAYER: KLEIMEYER, MARK ANTH

PLEASE PAY IN U.S. FUNDS TO CHUCK PERDUE, TAX COLLECTOR, P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

IF PAID BY, PLEASE PAY:	03/31/2017	04/30/2017	05/31/2017		
	69.76	80.81	99.41		

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

P.O. Box 2285 Panama City, FL 32402-2285

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

July 17, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 1669
Panama City, FL 32402

Gentlemen:

The following tax sale certificate(s) have been approved for cancellation and/or correction by the Florida Department of Revenue and/or the Property Appraiser's office for the following tax certificates: 5181 of 2017 .

The persons holding these tax certificate(s) are due a refund. Please make out a check in the following amount made payable to Chuck Perdue, Tax Collector for the individuals listed; then, forward the check to this office so that the payment can be made when the tax certificates are brought into our office.

Your check should be made in the following amount:

Cert. 5181 (2017) Affiliated Tax Co. LLC-17 $ 635.06

Sincerely,

Mark Peel
Tax Dept.

13-1357

RECEIVED

JUN 13 2017

DEPT OF REV
PROPERTY TAX OVERSIGHT

DR-510
R. 12/11
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

37

FLORIDA DEPARTMENT OF REVENUE

CANCELLATION OR CORRECTION OF TAX CERTIFICATE

Section 197.443, Florida Statutes

COMPLETED BY TAX COLLECTOR

County Bay	☒ Cancellation ☐ Correction	Tax certificate # 5181
Current holder Affiliated Tax Co LLC-17		Date sold 06-01-2017 / Amount 1,441.06
Parcel ID or legal description	35541-000-000	

PART 1. ERROR IN ASSESSMENT

☐ An error was made in the assessment of this property. A copy of the Certificate of Correction from the property appraiser is attached. Check all that apply.

☐ Description ☐ Assessed value ☐ Owner of record ☒ Other, specify: _____

Describe error and correction to be made.	correct ownership and address and reinstate exemptions because of order to vacate foreclosure orb 3717 p 2380

PART 2. TAXES PAID

☐ The taxes were paid before the tax certificate was issued. A copy of the Tax Notice/Receipt is attached.

Tax notice/receipt # _____

PART 3. RECOMMENDATION

Recommendation to DOR: ☒ Approval ☐ Denial

Explanation

I certify this tax certificate should be ☒ cancelled ☐ corrected. I have entered a memorandum on the list of certificates sold for taxes in this office, according to s. 197.443, F.S.

Signature, tax collector or deputy	Title: Customer Service Professional	Date: 06-09-2017

Instructions for submitting to DOR

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us

Efax: 850-617-6107

COMPLETED BY DOR

☑ Cancellation ☐ Correction	☑ Approved ☐ Denied	Date 7-14-17
Signature, DOR	Reviews	

DR409

2016-117
BC-562
R. 06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the **2016** (year) Tax Roll:

Parcel ID Number: 35541-000-000

O.R. Book & Page Number: ORB 3708 P 1777

Name & Address: SEALE, BONNY JO
7 SANSBURY ST APT 7
DALEVILLE, AL 36322

Tax Roll Description: RIVIERA BEACH
LOT 177

See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:

Market Value	99,189
Assessed or Classified Use Value	99,189
Exempt Value	
Taxable Value	99,189
Penalty (TPP)	
Initial Total Tax	1,273.30

The Correct Assessed Valuation Is:

Market Value	99,189
Assessed or Classified Use Value	68,234
Exempt Value	68,234
Taxable Value	-0-
Penalty (TPP)	
Corrected Total Tax	-0-

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/21/2016 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[X] Correct N & A
[ ] Add to Roll
[ ] Delete from Roll
[X] Exemptions: [X] HX [ ] Widow(er)s [ ] Disab. [X] Wholly
[ ] Combined with Parcel #
[ ] Doubled with Parcel #
[ ] Adj. Value
[ ] Land
[ ] BLDG
[ ] Misc.
[ ] TPP
[ ] Allow Ag. Classification
[ ] Correct Property Description
[ ] Adjust Square Feet
[ ] Adjust Lot Size
[ ] Amendment 10 Change
[ ] Adjust Acreage
[ ] Adjust No. of Lots
[ ] Back Assess
[ ] Curtilage Change
[ ] Adjust No. of Res. Units
[ ] Adjust Use of Property
[ ] Improv.
[ ] Vacant
[ ] Comm.
[ ] Other

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. CORRECT NAME AND ADDR AND REINSTATE EXEMPTIONS.
ORDER TO VACATE FORECLOSURE ORB 3717 P 2380.

REASON CODE 10
TAX DIST 056

Dan Sowell, Property Appraiser
County Property Appraiser/Deputy (Title)
Sheila Gray
Quality Control

Sheila Gray

6/1/2017
Date

Original - Tax Collector **Duplicate - Property Appraiser**

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATE OF CORRECTION OF TAX ROLL

DR-409
R. 04/16
Rule 12D-16.002
F.A.C.
Eff. 04/16

Sections 197.131 and 197.122, Florida Statutes
To: Tax Collector, Bay County, Florida

Tax Roll ID #: _____

Please make the corrections below to the ☒ Real Property ☐ Tangible Personal Property Tax Roll for 20 16.

Parcel ID	35541-000-000	O.R. book 3717	Page 2380
Name	Seale, Bonny Jo	Tax roll description	Riviera Beach Lot 177
Address	7 Salisbury St. Apt. 7 Daleville, Al. 36322		

Refunds

☒ Refund less than $2,500
Tax collector: determine refund

☐ Refund $2,500 or more
Tax collector: send to DOR for action (s. 197.182, F.S.)

☐ Material mistake of fact being corrected according to s. 197.122, F.S., within one year of approval of the tax roll according to s. 193.1142, F.S., on 7-21-16 (enter date).

Correction Type

☐ Add to roll ☐ Delete from roll
☐ Back assess ☐ Correct description
☒ Correct name, address
☐ Combine with or ☐ Double with Parcel ID _____

Values	Initial	Corrected
Just value	99189	99189
Assessed or classified value, school	99189	68234
Assessed or classified value, non-school	99189	68234
Homestead, regular		25000
Homestead, additional		
Senior homestead, county		
Senior homestead, municipal		
Economic		
Exempt value, non-homestead, school		68234
Exempt value, non-homestead, non-school		68234
Penalty, TPP		
Other:		
Other:		
Taxable value, school	99189	0
Taxable value, county	99189	0
Taxable value, municipal	99189	0
TOTAL TAX	1273.30	

☐ Exemption and Assessment Limitations

☒ Homestead
☐ Disabled
☐ Governmental
☐ Disabled veteran
☐ Deployed military
☐ First responder spouse
☐ Senior citizen homestead
☐ Veteran service connected
☐ 10% non-homestead limit
☐ Disabled veteran confined to wheelchair
☐ Surviving spouse of veteran who died on active duty
☐ Senior citizen homestead – 25 year resident
☐ Parent, grandparent assessment reduction
☐ Widowed
☐ Blind
☐ Institutional
☐ Disabled veteran discount
☐ Veteran spouse
☐ Save Our Homes change
☐ Tangible personal property
☒ Totally & permanently disabled
☐ Other: _____

☐ Adjusted Value

☐ Land ☐ Square feet
☐ Building ☐ Lot size
☐ Miscellaneous ☐ Acreage
☐ Curtilage change ☐ Number of lots
☐ Number of residential units ☐ Tangible personal property
☐ Other: _____

☐ Adjusted Use

☐ Improvement ☐ Vacant
☐ Commercial ☐ Allow agricultural classification
☐ Other: _____

Reasons for correction Add pages, if needed. (Field will expand online.)
Order to vacate foreclosure

Signature, property appraiser or deputy — Title: Qlty assurance — Date: 7/13/17

Received by: Signature, tax collector or deputy — Title: Tax Collector — Date: 7/14/17

DR 501
R. 12/08

ORIGINAL APPLICATION FOR AD VALOREM TAX EXEMPTION

35541-000-000

DEPARTMENT OF REVENUE

BAY COUNTY County, Florida

Tax year 2011

New ____ Change ____ Additional X

Property identification number 35541-000-000

Applicant/co-applicant name and address HX 13

SEALE, BONNIE JO & RAYMOND
21507 HILLTOP AVE

RCS

PANAMA CITY FL 32413 3333

Legal description:

RIVIERA BEACH MAP-13B4-
LOT 177
ORB 1452 P 1781 ORB 1576

Applicant Social Security number [redacted]

Co-Applicant Social Security number [redacted]

NOTE: Disclosure of your social security number is mandatory. It is required by section 196.011 (1), Florida Statutes. The social security number will be used to verify taxpayer identity information and homestead exemption information submitted to property appraisers.

Marital status ☐ Single ☒ Married ☐ Widow ☐ Divorced ☐ Widower

Did you file tax exemptions last year? ☐ Yes ☒ No

Where ____

If no, your last year's address ____

Permanent Florida residency required as of January 1

- Homestead exemption up to $50,000[1] ☐ X
- $500 Widow's exemption ☐
- $500 Widower's exemption ☐
- $500 Disability exemption ☐
- $500 Blind persons exemption ☐
- $5000 Disabled Veteran ☐
- Total and permanent disability exemption - quadriplegics[2] ☐
- Service connected total and permanent disability exemption[2] ☐ X
- Exemption for disabled veterans confined to wheelchairs[2] ☐
- Total and permanent disability exemption[2] ☐

[1]To apply for an additional homestead exemption enacted by local ordinance for persons age 65 and older you must file form DR-501SC. You must either receive, or apply for, the regular homestead to get this additional homestead exemption. If you have already received regular homestead exemption, you do not need to file another form DR-501.

[2]Documentation required

Ownership information

Percent of ownership ____ 0 Type of deed ____

Recorded: Book 1576/1411 Page ____

Date recorded 00/0000 Date of deed ____

Proof of residence for all owners	Owner	Spouse	Other owner
Address of each owner not residing on property			
Date you last became a permanent resident of Florida			
Date of occupancy			
Florida driver license number	(Date)	(Date)	(Date)
Florida vehicle tag number			
Florida voter registration number (if U.S. citizen)	(Date)	(Date)	(Date)
Immigration number (alien card - if not a U.S. citizen)	(Date)	(Date)	(Date)
Declaration of domicile	Res. date	Res. date	Res. date
Date of birth			
Current employer			
Address listed on your last IRS return			

I authorize this agency to obtain information to determine my eligibility for the exemptions applied for. I qualify for these exemptions under Florida Statutes. I am a permanent resident of the State of Florida and I own and occupy the property above. I understand that under section 196.131(2), Florida Statutes, any person who knowingly gives false information to claim homestead exemption is guilty of a first-degree misdemeanor, punishable by imprisonment up to 1 year, a fine up to $5,000, or both. Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

NOTE: If all information is not received by March 1st, your application will be processed for whatever exemptions you qualify for on that date.

Raymond E Seale
Signature of applicant

Signature of co-applicant

Signature of deputy

06/14/2011
Date

850-233-3005
Phone number

Entered by

35541-000-000

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

OST OFFICE BOX 1818
'ANAMA CITY, FL 32402

COMMISSIONERS:

MIKE NELSON
DISTRICT I

GEORGE B. GAINER
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

June 15, 2011

TAX EXEMPTION FOR VETERAN

RE: Raymond E. Seale

To Whom It May Concern:

The following is furnished for your use in establishing exemption of homestead on the **primary residence.**

The records of the U.S. Department of Veterans Affairs indicate that the veteran was discharged under honorable conditions.

☐ He/She qualifies for the $5000 exemption.

☒ He/She qualifies for total exemption based on permanent and total VA disability.

☒ His/Her combined service-connected disability is 100 percent effective November 24, 2010.

☐ Veteran was a resident of Florida upon initial entry into the military service. He/She produced _____ document(s) as proof of residency.

If you have any questions, please call the Regional Veterans Affairs Office at 1-800-827-1000.

VETERANS' SERVICE

Vickie McClung
Staff Assistant

@ CAM210M01 CamaUSA Appraisal System Bay County
7/13/2017 14:33 **History Maintenance**

T Property		Year Rev	Sel Ov?	ExCodes
R 3,5,5,4,1,-,0,0,0,-,0,0,0,		2015 0,		HX 13
Own SEALE, BONNY JO			Use 0,0,0,1,0,0,	**SINGLE FAMILY**

	Just	NonSC Assd	SC Assd			
Land	40,000	268,422	268,422	Just	84138	B
Bldg	434,223	402,033	402,033	Appraisd	84138	Land UT 5
Xfob	7,155	7,155	7,155	NSC Assd	677,760	Land Units
Incm	0	0	0	SC Assd	677,760	1.000
ClsUse	0	0	0	CO Xmpt	67760	Acres
MktUse	0	AGL Diff	0	CO Txbl	0	126
TaxDist 056				SOH Diff	163,788	

		Jurisdiction/Amount	Jurisdiction/Amount	Jurisdiction/Amount
Taxes	.00	01. 0,0	02. BA 0,0	03. DI 0,0
PA Pen	0,0	04. RL 0,0	05. FG 0,0	06. G 0,0
TotalDue	.00	07. W 0,0	08. 0,0	09. 0,0
Final?	N	10. 0,0	11. 0,0	12. 0,0
Asmnt#	0,9,9,8,4,4,0,	13. 0,0	14. 0,0	15. 0,0
		16. 0,0	17. 0,0	18. 0,0

E&I Number 15,-17,0, Date 6/01/2017 By SG RC 09 **CLERICAL ERROR**
Descrip ORDER TO VACATE FORECLOSURE

Mnt **6/01/2017 SGRAY**

F3=Exit F4=Prompt F10=GoTo F17=Transfer Asmt Values F22=Print E&I F24=More

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

P.O. Box 2285 Panama City, FL 32402-2285

July 24, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 2269
Panama City, Fl 32402

Dear Sir:

Please be advised that a refund has been granted by the Florida Department of Revenue and/or Bay County Property Appraiser's office for the 2014, 2015 and 2016 property taxes for parcel number 11588-504-000 assessed in the name of Craig M. Sehlhorst. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 366.14. Please remit our office your check in this amount made payable to Chuck Perdue, Tax Collector. Our office will refund the property owner when all monies have been received.

Thank you for your assistance in this matter.

Sincerely,

Mark Peel
Tax Dept.

FLORIDA DEPARTMENT OF REVENUE

APPLICATION FOR REFUND OF AD VALOREM TAXES

Section 197.182 Florida Statutes

DR-462
R.12/11
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

COMPLETED BY APPLICANT

Applicant name Craig Sekhorst	County Bay	Date 7-12-17
I am applying for a refund of $ 1,205.40 For the tax year(s) 20 14 20 15 20 16 20 ___	Mailing address	1408 Dunnett Rd. Lynn Haven FL 32444

Describe the reason for the refund. Attach any documents that support your request for a refund.

I declare I have read this application and the facts in it are true. If prepared by someone other than the taxpayer, the declaration is based on all information the preparer knows.

Craig Sekhorst — Signature, applicant

18 Jul 17 — Date

STOP **Applicant**: File this form and supporting documents with your **County Tax Collector**.

COMPLETED BY TAX COLLECTOR

☐ Approved	Parcel ID 11588-504-000	Date received
☐ Denied	Page and number	Check #

☐ Submitted to the Department of Revenue (DOR) Recommendation: ☐ Order ☐ Deny

Explanation:

Signature	Title	Date
[illegible]	CSP	7-24-17

Tax collector instructions for submitting to DOR, if $2,500 or above or otherwise required

Complete DR-462 and send with:
1. A copy of the paid tax receipt for each tax year requested
2. Certificate of correction to the tax roll signed and dated by the property appraiser
3. Other supporting documents
4. Copy of homestead application or renewal, if required

For taxes paid in error:
1. Copy of certified letter to taxpayer (45 day notice)
2. Copy of certified mail, return receipt requested
3. Tax notice receipt
4. Other supporting documents

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us
Efax: 850-617-6107

COMPLETED BY DOR

Subject matter index code _____	☐ RP ☐ TPP	Date approved
☐ Ordered ☐ Denied	Reviews	

Signature, DOR

2014-320
BC-409
R. 06/98

Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2014 (year) Tax Roll:

Parcel ID Number	11588-504-000	O.R. Book & Page Number	ORB 2813 P 680
Name & Address	SEHLHORST, CRAIG M 1408 DUNNETT RD LYNN HAVEN, FL 32444	Tax Roll Description	MOWAT HIGHLANDS PH 8 LOT 4 See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		**The Correct Assessed Valuation Is:**	
Market Value	206,441	**Market Value**	179,135
Assessed or Classified Use Value	206,441	**Assessed or Classified Use Value**	179,135
Exempt Value		**Exempt Value**	-
Taxable Value	206,441	**Taxable Value**	179,135
Penalty (TPP)		**Penalty (TPP)**	
Initial Total Tax	3,236.58	**Corrected Total Tax**	2,808.49

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/18/2014 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] **Correct N & A**	[ ] **Add to Roll**	[ ] **Delete from Roll**		[ ] **Exemptions:**	[ ] **HX**	[ ] **Widow(er)s**
[ ] **Combined with Parcel #**					[ ] **Disab.**	[ ] **Wholly**
[ ] **Doubled with Parcel #**					[ ] **Allow Ag. Classification**	
[X] **Adj. Value**	[ ] **Land**	[X] **BLDG**	[ ] **Misc.**	[ ] **TPP**	[ ] **Correct Property Description**	
[ ] **Adjust Square Feet**		[ ] **Adjust Lot Size**			[ ] **Amendment 10 Change**	
[ ] **Adjust Acreage**		[ ] **Adjust No. of Lots**			[ ] **Back Assess**	[ ] **Curtilage Change**
[ ] **Adjust No. of Res. Units**		[ ] **Adjust Use of Property**	[ ] **Improv.**	[ ] **Vacant**	[ ] **Comm.**	
[ ] **Other**						

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. BLDG MEASUREMENTS INCORRECT.

REASON CODE09
TAX DIST - 006

Dan Sowell. Property Appraiser Sheila Gray 6/9/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

2015-171
BC-409
R. 06/98

Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2015 (year) Tax Roll:

Parcel ID Number: 11588-504-000

O.R. Book & Page Number: ORB 2813 P 680

Name & Address: SEHLHORST, CRAIG M
1408 DUNNETT RD
LYNN HAVEN, FL 32444

Tax Roll Description: MOWAT HIGHLANDS PH 8
LOT 4

See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		**The Correct Assessed Valuation Is:**	
Market Value	203,619	**Market Value**	176,697
Assessed or Classified Use Value	203,619	**Assessed or Classified Use Value**	176,697
Exempt Value		**Exempt Value**	-
Taxable Value	203,619	**Taxable Value**	176,697
Penalty (TPP)		**Penalty (TPP)**	
Initial Total Tax	3,195.76	**Corrected Total Tax**	2,773.23

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/24/2015 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] **Correct N & A** [ ] **Add to Roll** [ ] **Delete from Roll** [ ] **Exemptions:** [ ] **HX** [ ] **Widow(er)s**
[ ] **Combined with Parcel #** [ ] **Disab.** [ ] **Wholly**
[ ] **Doubled with Parcel #** [ ] **Allow Ag. Classification**
[X] **Adj. Value** [ ] **Land** [X] **BLDG** [ ] **Misc.** [ ] **TPP** [ ] **Correct Property Description**
[ ] **Adjust Square Feet** [ ] **Adjust Lot Size** [ ] **Amendment 10 Change**
[ ] **Adjust Acreage** [ ] **Adjust No. of Lots** [ ] **Back Assess** [ ] **Curtilage Change**
[ ] **Adjust No. of Res. Units** [ ] **Adjust Use of Property** [ ] **Improv.** [ ] **Vacant** [ ] **Comm.**
[ ] **Other**

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. BLDG MEASUREMENTS INCORRECT.

REASON CODE 09
TAX DIST - 006

Dan Sowell. Property Appraiser Sheila Gray 6/9/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

2016-118
BC-409
R. 06/98

Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2016 (year) Tax Roll:

Parcel ID Number	11588-504-000	O.R. Book & Page Number	ORB 2813 P 680
Name & Address	SEHLHORST, CRAIG M 1408 DUNNETT RD LYNN HAVEN, FL 32444	Tax Roll Description	MOWAT HIGHLANDS PH 8 LOT 4 See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		**The Correct Assessed Valuation Is:**	
Market Value	201,541	**Market Value**	175,004
Assessed or Classified Use Value	201,541	**Assessed or Classified Use Value**	175,004
Exempt Value		**Exempt Value**	-
Taxable Value	201,541	**Taxable Value**	175,004
Penalty (TPP)		**Penalty (TPP)**	
Initial Total Tax	3,075.85	**Corrected Total Tax**	2,670.85

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/21/2016 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] **Correct N & A**	[ ] **Add to Roll**	[ ] **Delete from Roll**		[ ] **Exemptions:**	[ ] **HX**	[ ] **Widow(er)s**
[ ] **Combined with Parcel #**					[ ] **Disab.**	[ ] **Wholly**
[ ] **Doubled with Parcel #**					[ ] **Allow Ag. Classification**	
[X] **Adj. Value**	[ ] **Land**	[X] **BLDG**	[ ] **Misc.**	[ ] **TPP**	[ ] **Correct Property Description**	
[ ] **Adjust Square Feet**		[ ] **Adjust Lot Size**			[ ] **Amendment 10 Change**	
[ ] **Adjust Acreage**		[ ] **Adjust No. of Lots**			[ ] **Back Assess**	[ ] **Curtilage Change**
[ ] **Adjust No. of Res. Units**		[ ] **Adjust Use of Property**	[ ] **Improv.**	[ ] **Vacant**	[ ] **Comm.**	
[ ] **Other**						

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. BLDG MEASUREMENTS INCORRECT.

REASON CODE 09
TAX DIST - 006

Dan Sowell. Property Appraiser Sheila Gray 6/9/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

TC906H 10 T13 ACS Tax Collection System

Collections System Inquiry
Roll History
thru 6/14/2017

Bill No. Parcel No.
R 361280 R 11588-504-000

2016	--- 2015 ---	--- 2014 ---
Bill#	R 359000	R 357320
Owner	SEHLHORST, CRAIG M	SEHLHORST, CRAIG M
Valu	203619 Use 000100 .000 AC	206441 Use 000100 .000 AC
Assess	203619 District 0006	206441 District 0006
Exempts		

	County	City	School	Other	County	City	School	Other
ExmpVal	0	0	0	0	0	0	0	0
TxblVal	203619	203619	203619	203619	206441	206441	206441	206441

Taxes	3195.76	3236.58
Asmts	.00	.00
*Total	3195.76	3236.58
Rcpts	3067.93 11/19/2015 5513632 DSC	3107.12 11/21/2014 4510910 DSC
	CORELOGIC R E TAX S	CORELOGIC R E TAX S

Legals
MOWAT HIGHLANDS PH VIII
LOT 4
ORB 2813 P 680

MOWAT HIGHLANDS PH VIII
LOT 4
ORB 2813 P 680

Action ?

TC906H 10 T13 ACS Tax Collection System

Collections System Inquiry
Roll History
thru 6/14/2017

Bill No. Parcel No.
R 361280 R 11588-504-000

2016 ---	--- 2015 ---
Bill# R 361280	R 359000
Owner SEHLHORST, CRAIG M	SEHLHORST, CRAIG M
Valu 201541 Use 000100 .000 AC	203619 Use 000100 .000 AC
Assess 201541 District 0006	203619 District 0006
Exempts	

	County	City	School	Other	County	City	School	Other
ExmpVal	0	0	0	0	0	0	0	0
TxblVal	201541	201541	201541	201541	203619	203619	203619	203619

Taxes	3075.85	3195.76
Asmts	.00	.00
*Total	3075.85	3195.76
Rcpts	2952.82 11/22/2016 6510788 DSC	3067.93 11/19/2015 5513632 DSC
	CORELOGIC R E TAX S	CORELOGIC R E TAX S

Legals
MOWAT HIGHLANDS PH VIII
LOT 4
ORB 2813 P 680

MOWAT HIGHLANDS PH VIII
LOT 4
ORB 2813 P 680

Action ?

Bay County Board of County Commissioners
Agenda Item Summary

2017 Assessment Roll Extension

DEPARTMENT MAKING REQUEST/NAME:
Office of County Attorney Don Banks, County Attorney

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Request the Board adopt a resolution extending the 2017 assessment roll.

AGENDA
County Attorney

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

BACKGROUND:
On July 31, 2017 the Board received a letter from the Bay County Tax Collector, Chuck Perdue, to extend the 2017 assessment roll. This is an annual resolution **(Exhibit 1)** that is presented to the Board for approval.

Based on Section 197.323 Florida Statutes, the Board of County Commissioners has the authority to extend the tax roll prior to the completion of the Valuation Adjustment Board hearings. This affords the taxpayers of Bay County the opportunity to pay their taxes during each of the four discount periods allowed by law and allows for collection of revenue for the various taxing authorities to begin November 1, 2017.

Attached to this memo is a copy of the letter and statute received from the Tax Collector. **(Exhibit 2)**

ATTACHMENTS:

Description	Type
Letter from Tax Collector and FS	Exhibit
Ext of 2017 Assessment Rolls - Resolution	Exhibit

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

P.O. Box 2285 Panama City, FL 32402-2285

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

JUL 31 2017

July 28, 2017

The Honorable William Dozier, Chairman
Bay County Board of County Commissioners
840 West 11th Street
Panama City, FL 32401

Dear Chairman Dozier,

Please accept this letter as a formal request of the Board of County Commissioners to extend the 2017 ad valorem property tax roll prior to the completion of the Valuation Adjustment Board hearings. Prompt action by the board would afford the taxpayers of Bay County the opportunity to pay their taxes during each of the four discount periods allowed by law. An extension will allow the collection of revenue for the various taxing authorities to begin November 1, 2017. Authority for early extension of the tax roll is provided for in F.S. 197.323, which is attached.

Sincerely,

Chuck Perdue
Bay County Tax Collector

cc: Commission Members
Bay County Property Appraiser

Select Year: 2017 Go

The 2017 Florida Statutes

Title XIV TAXATION AND FINANCE | Chapter 197 TAX COLLECTIONS, SALES, AND LIENS | View Entire Chapter

197.323 Extension of roll during adjustment board hearings.—

(1) Notwithstanding the provisions of s. 193.122, the board of county commissioners may, upon request by the tax collector and by majority vote, order the roll to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for a delay in the issuance of tax nqtices beyond November 1. For any parcel for which tax liability is subsequently altered as a result of board action, the tax collector shall resolve the matter by following the same procedures used for correction of errors. However, approval by the department is not required for refund of overpayment made pursuant to this section.

(2) A tax certificate or warrant shall not be issued under s. 197.413 or s. 197.432 with respect to delinquent taxes on real or personal property for the current year if a petition currently filed with respect to such property has not received final action by the value adjustment board.

History.—s. 156, ch. 85-342; s. 163, ch. 91-112.

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RESOLUTION NO. _____

A RESOLUTION OF BAY COUNTY FLORIDA PROVIDING FOR THE EXTENSION OF THE 2017 ASSESSMENT ROLLS PURSUANT TO SECTIONS 197.323 AND 193.122, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the Tax Collector and by majority vote, order the assessment rolls to be extended prior to completion of Value Adjustment Board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the assessment rolls and directs the Value Adjustment Board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, the completion of the Bay County Value Adjustment Board hearings for the 2017 tax year will delay the issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption to the operations of the Bay County Taxing Authorities.

NOW THEREFORE, BE IT RESOLVED that pursuant to the provisions of Section 197.323, Florida Statutes, and Section 193.122, Florida Statutes, and upon the request of the Tax Collector, the Board of County Commissioners, by majority vote, orders the 2017 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

DULY PASSED AND ADOPTED this 15th day of August, 2017.

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of Court

Approved as to form:

_____
County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

2017-2018 Emergency Management Performance Grant

DEPARTMENT MAKING REQUEST/NAME:
Emergency Services Mark Bowen, Chief of Emergency Services

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board to approve the Emergency Management Performance Grant Agreement that is effective July 1, 2017 through June 30, 2018 and authorize the Chairman to sign the grant and any related documents.

AGENDA
Emergency Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
Included in tentative FY18 Budget.
FINANCIAL IMPACT SUMMARY STATEMENT:
Grant and matching funds are budgeted in General Fund.

BACKGROUND:
Annually, Bay County receives the Emergency Management Preparedness Assistance (EMPA) Trust Grant and the Emergency Management Performance Grant (EMPG). EMPG funds are federal funds and require a dollar for dollar non-federal local match. The local funds are obtained through an in-kind match of salaries and benefits Emergency Services Personnel.

County staff received notification from the Florida Department of Community Affairs that Bay County will be awarded federal funds under the EMPG in the amount of $82,551.00 **(EXHIBIT 1)**.

To receive the EMPG funds, Bay County must provide written acceptance that it will use the award to enhance its Emergency Management Program.

Bay County has the resources and personnel to continue the acceptance of the conditioned grant. The $82,551.00 grant will provide additional revenue to enhance a community based emergency preparedness program. The $82,551.00 match for this grant is budgeted as a part of the Emergency Management Budget Account No. 0211.

Staff requests the Board to approve the Emergency Management Performance Grant Agreement and authorize the Chairman to sign the grant and any related documents.

ATTACHMENTS:

Description	Type

Contract Number: 18-FG- -01-13-01-

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	**BAY COUNTY**
Sub-Recipient's unique entity identifier (DUNS):	0105011200000
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Subaward Period of Performance Start and End Date:	**July 1, 2017 – June 30, 2018**
Amount of Federal Funds Obligated by this Agreement:	**$** 82,551.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$82,551.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$ **15,865,902**

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.). Title VI of the *Stafford Act* authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2016 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

Name of Federal awarding agency:	The Department of Homeland Security (DHS)
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.042
Whether the award is Research & Development:	No (N/A)

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

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

1. LAWS, RULES, REGULATIONS AND POLICIES

The Division and the Sub-Recipient shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

A. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

B. 2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

C. This Agreement involves “Federal financial assistance,” as that term is defined in section 215.97(2)(f), Florida Statutes.

D. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

2. TERMS AND CONDITIONS

This Agreement, to include the attachments, contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Sub-Recipient.

3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4. MODIFICATION

This Agreement may only be modified or amended upon mutual written agreement of the Division and the Sub-Recipient. No oral agreements or representations shall be valid or binding upon either party to this Agreement.

5. SCOPE OF WORK

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

6. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Sub-Recipient performance; and,

(2) Review and document all deliverables for which the Sub-Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard
Tallahassee, Florida
Telephone: 850-815-4351
Email:Teresa.warner@em.myflorida.com

C. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mark Bowen
700 Highway 2300
Panama City, FL 32409

Telephone: 850-248-6040
Fax: 850-248-6059
Email: mbowen@baycountyfl.gov

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

7. PERIOD OF AGREEMENT.

This Agreement shall begin on **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (19) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds.

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

C. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and Attachment B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $ 82,551.00.

D. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

E. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including Federal awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

F. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

(1) The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

(2) Participation of the individual in the travel is necessary to the Federal award.

G. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for attendance at a conference.

(1) 2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information

beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

(2) Any reimbursement from the Division to the Sub-Recipient for the costs associated with attending a conference is subject to the Department of Financial Services' Reference Guide for State Expenditures, which states: "Reimbursement for registration fees and travel expenses in connection with attendance at conferences or conventions will not be paid unless:

a) "The main purpose of the convention or conference is directly related to the statutory duties and responsibilities of the agency;

b) "The duties and responsibilities of the traveler is related to the objectives of the convention or conference; and,

c) "The activity provides a direct benefit supporting the work and public purpose of the person attending."

9. PAYMENTS

A. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 15 of this Agreement.

B. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and Attachment B, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

D. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

E. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

F. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (8)B. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

10. REPAYMENTS

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

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

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

11. PROCUREMENT

A. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R.

§§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

B. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

C. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,

(2) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall

forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,

(2) Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

F. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

H. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

K. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

12. RECORDS

A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

B. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

C. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(2) When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

(5) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(6) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

D. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

E. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

F. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding

agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements:

(1) Meetings of public boards or commissions must be open to the public;

(2) Reasonable notice of such meetings must be given; and,

(3) Minutes of the meetings must be taken and promptly recorded.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

H. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

I. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

13. INTELLECTUAL PROPERTY

A. Except as provided below, intellectual property rights to all property created or otherwise developed under or in connection with the performance of this Agreement are hereby reserved to and shall be owned by the State of Florida.

B. If the Sub-Recipient has pre-existing intellectual property rights, then the Sub-Recipient shall retain all rights and entitlements to that pre-existing intellectual property unless the Agreement provides otherwise.

C. If any intellectual property is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the intellectual property to the Division for a determination whether the State of Florida will seek patent, copyright, trademark, or other intellectual property protection in its name.

D. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent, copyright, trademark, or other intellectual property protection. Failure to disclose will indicate that no such property exists. The Division shall then, under Subparagraph A above, have the right to all intellectual property which accrues during performance of the Agreement.

E. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

14. AUDITS

A. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

E. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

F. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

G. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

H. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

15. REPORTS

A. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

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

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (18) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

F. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

16. MONITORING.

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

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

17. DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (18); however, the Division may make payments or partial payments

after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

A. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

C. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

D. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

18. REMEDIES.

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

A. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (6) herein;

B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

C. Withhold or suspend payment of all or any part of a request for payment;

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

E. Exercise any corrective or remedial actions, to include but not be limited to:

(1) Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

(3) Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

(4) Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

F. Exercise any other rights or remedies which may be available under law.

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

19. TERMINATION.

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

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

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

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

20. LIABILITY

A. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

21. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

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

C. This Agreement has the following attachments:

(1) Attachment A – Budget
(2) Attachment B – Scope of Work/Deliverables
(3) Attachment C – Program Statutes and Regulations
(4) Attachment D – Reports
(5) Attachment E – Justification of Advance Payment
(6) Attachment F – Warranties and Representations
(7) Attachment G – Certification Regarding Debarment
(8) Attachment H – Statement of Assurances
(9) Attachment I – Mandatory Contract Provisions
(10) Attachment J – Allowable Costs and Eligible Activities

22. MANDATED CONDITIONS

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

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

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

D. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 22(F)(2). of this certification; and,

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

I. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

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

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

(23)LOBBYING PROHIBITION

A. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

B. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

D. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24)EQUAL OPPORTUNITY EMPLOYMENT

M. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

O. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

P. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(25)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(30)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. The requirement outlined in subparagraph A. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

C. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

D. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(31)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

(32)LEGAL AUTHORIZATION.

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

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

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

BAY COUNTY

By:_____

Name and Title: William T. Dozier, Chairman

Date: 8/15/17

FID# 59-6000512

DUNS# _____

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

ATTACHMENT A

PROPOSED PROGRAM BUDGET

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2017 EMPG, Appendix B – FY 2017 EMPG Funding Guidelines and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

- Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The AEL can be found at https://www.fema.gov/authorized-equipment-list.

- The transfer of funds between the categories listed in the Proposed Program Budget is permitted. If funds need to be moved in categories, send a revised Proposed Program Budget to your grant manager.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2017 – Emergency Management Performance Grant Program	BAY COUNTY	Planning Expenditures	
		Organization Expenditures	$82,551.00
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (no greater than 5%)	
Total Award		**$82,551.00**	

FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Management/Operation Plan			
Communications Plans			
Continuity/Administrative Plans			
Whole Community Engagement/Planning			
Resource Management Planning			
Evacuation Planning			
Recovery Planning			
Credentialing and Validation			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)	1	$82,551.00	$82,551.00
Overtime and backfill costs			
Utility (electric, water and sewage)			
Telephone Bills (landlines, cellular and satellite)			
Internet Services			
Maintenance agreements for equipment or series			
Supplies			
Software and Upgrades			

Computers, printers, copiers and fax machines			
Radios			
Satellite telephones			
Storage and shelving for storage			
Other emergency response communication			
Furniture			
Postage			
Apparel for identification			
Fuel			
Memberships and Conference			
Travel			
Vehicle(s)			
Publications			
TOTAL ORGANIZATIONAL EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.)			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises.			
Implementation of Homeland Security Exercise and Evaluation Program			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates.			

Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
TOTAL EXERCISE EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Develop, Deliver and Evaluate Training			
Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)			
Instructor certification/re-certification			
Coordination with Citizen Corps Councils in conducting training.			
TOTAL TRAINING EXPENDITURES			**$**
Eligible Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			

Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other authorized equipment costs			
TOTAL EQUIPMENT EXPENDITURES			**$**
TOTAL EXPENDITURES			**$**

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

Travel expenses			
Meeting-related expenses			
Authorized office equipment**:** including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.			
TOTAL M&A EXPENDITURES			**$**
TOTAL EXPENDITURES			**$**

Attachment B

Scope of Work/Deliverables

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2017 EMPG, Appendix B – FY 2017 EMPG Funding Guidelines. EMPG Program Guidance, FY2017 allowable costs are divided into the following categories: **planning, organization, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with 2 C.F.R. Part 200, the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

Monitoring: Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

Procurement: All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Piggy-backing: The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Sub-Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org

Task(s):

1. **24-7 Operations.** The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. Monthly acknowledgement during the State Watch Office's monthly communication test from either NAWAS, State EMNet Voice Manager, EMnet Message Manager, or via landline phone if the aforementioned systems are reported to the SWO as inoperable.

2. **Proposed Match Plan** (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes, an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Chief Financial Officer or equal authority must sign the Proposed Match form.
3. **All Emergency Management personnel.** Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
    - IS 100 – Introduction to Incident Command System
    - IS 200 – ICS for Single Resources and Initial Action Incidents
    - IS 700 – National Incident Management Systems (NIMS)
    - IS 800 – National Response Framework

4. **EMPG Funding Positions Only - Training and Exercise -** To ensure that each county emergency management agency complies with EMPG Guidance; each EMPG funded position during this contract period (Date of Execution – June 30, 2018) MUST provide the following items.
    - County Emergency Management employee(s) should participate in no less than three (3) exercises within the 12 month Agreement period
    - Submit an After Action Report (AAR) for each exercise conducted by the Sub-Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Sub-Recipient
    - Complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

5. **National Incident Management System (NIMS)** - The Sub-Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

6. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs**.**
    - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2017 – June 30, 2018)

7. **Multi-Year Training and Exercise Plan (MYTEP)** – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

Financial Consequence

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

Attachment C

Program Statutes and Regulations

1. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3. Chapter 473, Florida Statutes
4. Chapter 215, Florida Statutes
5. Chapter 252, Florida Statutes
6. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8. Copyright notice 17 U.S.C. §§ 401 or 402
9. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
10. Debarment and Suspension Executive Orders 12549 and 12689
11. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13. Energy Policy and Conservation Act 42 U.S.C. § 6201
14. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
15. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17. Lobbying Prohibitions 31 U.S.C. § 1352
18. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19. Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20. Terrorist Financing Executive Order 13224
21. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
22. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
24. USA Patriot Act of 2001 18 U.S.C. § 175-172c
25. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
26. 2324, 41 U.S.C. § § 4304 and 4310
27. 53 Federal Register 8034
28. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply

Attachment D

Reports

Sub-Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report.

Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

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

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Sub-Recipient.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre

populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.

- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.

A. **The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**

B. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

C. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.

D. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

E. **Programmatic Point of Contact:**

Contractual Point of Contact	Programmatic Point of Contact
Teresa A. Warner FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.warner@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.lyons@em.myflorida.com

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

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

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

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

_____

_____

_____

_____

Attachment F

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 7:30 a.m. through 5:00 p.m.

Licensing and Permitting

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

Attachment G

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

_____

By: _____ _____

Signature Sub-Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Attachment H

Statement of Assurances

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic

Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

Attachment J

Allowable Cost and Eligible Activities

I. Categories and Eligible Activities

The 2017 EMPG Funding Guidance allowable costs are divided into the following categories: **planning, organization, training, exercise, equipment, and management and administration.**

Allowable Costs

A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities.
Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

B. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061
(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the

Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. “Full-time Emergency Management Director” means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.
(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county’s proportionate share of the state’s total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division’s distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county’s increase or decrease shall be commensurate with its proportionate share of the state’s total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

<u>Mandatory Training and Exercise Requirements for EMPG funded employees only</u>
All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.
The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible “Organization” items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor’s Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or

graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
    - Major repairs to the County Emergency Operations Center
    - Central Heat/Air
    - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
    - Security Improvements (i.e. Cameras and equipment to operate)
    - Generators and Installation (Need prior EHP approval)

C. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/training-0.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/nims-doctrine-supporting-guides-tools.
Professional Development Series courses include:
- IS-120.a An Introduction to Exercises
- IS-230.d Fundamentals of Emergency Management
- IS-235.b Emergency Planning
- IS-240.b Leadership and Influence
- IS-241.b Decision Making and Problem Solving
- IS-242.b Effective Communication
- IS-244.b Developing and Managing Volunteers

To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.
For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf.

Additional types of training or training related activities include, but are not limited to, the following:
- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training

- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local

government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Controlled Equipment
Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List,* information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to
Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

Requirements for Small Unmanned Aircraft System
All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems(https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua), issued February 20, 2015.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Indirect Costs
Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

II. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:
http://www.dol.gov/compliance/laws/comp-dbra.htm.

III. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (http://www.fema.gov/grant-programs-directorate-information-bulletins) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: http://www.fema.gov/media-library/assets/documents/32474.

Unallowable Costs

- **Prohibited Equipment:** Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688(https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
- Expenditures for weapons systems and ammunition

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance (http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231_Environmental_Planning_Historic_Preservation_Policy.pdf) , and FP 108.24.4, Environmental Planning and Historical Preservation Policy (http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPAReview.pdf)

EHP Technical Assistance, including the EHP Screening Form, can be found at (http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf)

V. Other Conditions

Vehicles

- Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Sub-Recipient's EMPG Base Grant expenditures.

Food and beverages

- Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

Bay County Board of County Commissioners
Agenda Item Summary

2017-2018 Emergency Management Preparedness and Assistance Grant

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 8/15/2017
Emergency Services Mark Bowen, Chief of Emergency Services	

REQUESTED MOTION/ACTION:
Board authorize the Chairman to sign the FY 17/18 Emergency Management Preparedness and Assistance Trust Fund Agreement and authorize staff to comply with the requested scope of work.

AGENDA	**BUDGETED ITEM?** N/A
Emergency Services - Consent	BUDGET ACTION: None needed at this time. FINANCIAL IMPACT SUMMARY STATEMENT: No impact on the General Fund.

BACKGROUND:
In the aftermath of Hurricane Andrew and the "No Name" storm of March 1993, the Florida Legislature passed House Bill 911, which established the Emergency Management Preparedness and Assistance Trust Fund to assist counties with emergency management programs. Revenue for this fund is raised through a surcharge placed on all homeowner and business insurance policies.

The Department of Community Affairs has completed the rule making and Florida Administrate Code 9G-19 has been approved. Contract agreements for funding base and the requirements of FAC 9G-19 have been established and a copy of the funding agreement is available at the County Administrative Offices located at 840 West 11th Street, Panama City.

Under the allocation rule, Bay County will receive $105,806 for SFY17/18 provided the County agrees to comply with an authorized Scope of Work and maintains a full-time Emergency Management Director. To comply with this rule, the money allocated from this trust fund cannot be used to subsidize the existing Emergency Management budget, but must be reflected as additional revenue received and used to enhance the program. Funds received must be placed in a separate, audited account and may not be co-mingled with the Emergency Management budget.

Staff requests the Board authorize the Chairman accept the agreement (**Exhibit 1**) and approve any future documents or modifications required for staff to implement the grant.

ATTACHMENTS:

Description	Type
SFY 17-18 Emergency Management and Preparedness Grant	Cover Memo

Contract Number: 18-BG- -01-13-01-

Catalog of State Financial Assistance (CSFA) #: 31.063

STATE-FUNDED GRANT AGREEMENT

BASE GRANT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

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

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves “state financial assistance,” as that term is defined in section 215.97(2)(r), Florida Statutes.

B. This Agreement involves a “Base Grant”, defined by Rule 27P-19.002(1), Florida Administrative Code, as “those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies.”

C. As defined by Rule 27P-19.002, Florida Administrative Code, the term “Division” means “the Division of Emergency Management, Executive Office of the Governor.”

D. Under this Agreement, the Division serves as the “State awarding agency” as that term is defined by section 215.97(2)(q), Florida Statutes.

E. Under this Agreement, the term “Recipient”, as defined by section 215.97(2)(o), Florida Statutes, means a “nonstate entity that receives state financial assistance directly from a state awarding agency.” As defined by Rule 27P-19.002(12), Florida Administrative Code, the term “Recipient” also means “an Applicant that is offered and accepts an award from the Division.”

F. The Recipient is a “County Emergency Management Agency,” as that term is defined by Rule 27P-19.002(3), Florida Administrative Code.

G. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with “information needed by the recipient to comply with the requirements of” the Florida Single Audit Act.

H. As required by section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

I. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations.

Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard, Suite 330C
Tallahassee, Florida 32399-2100
Telephone: 850-815-4351
Email: Teresa.warner@em.myflorida.com

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mark Bowen

700 Highway 2300

Panama City, FL 32409

Telephone: 850-248-6040

Fax: 850-248-6059

Email: mbowen@baycountyfl.gov

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS

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

4. EXECUTION

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

5. MODIFICATION

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

6. SCOPE OF WORK

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

7. PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division shall reimburse the Recipient on a quarterly basis.

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

C. Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, 2 CFR Part 200, Subpart E—Cost Principles shall apply to this Agreement.

D. As required by Rule 27P-19.010(8), Florida Administrative Code, "The Recipient shall establish a separate account in an interest bearing account for tracking all deposits, expenditures and interest pertaining to [this] award."

E. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Program Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

F. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

G. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

H. For the purposes of this Agreement, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

I. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

9. <u>RECORDS</u>

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the

purposes of this section, the term “Recipient” includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including

documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

10. AUDITS

A. As required by Rule 27P-19.010(5), Florida Administrative Code, "All recipients of trust funds shall cause a financial audit to be performed in accordance with [the Florida Single Audit Act, section 215.97, Florida Statutes]. A report of the audit will be forwarded to the Division within 60 days of its completion."

B. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

D. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is $750,000.

E. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

F. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

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

H. If the Recipient expends less than $750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

I. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

J. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

K. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

L. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient <u>directly</u> to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

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

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

M. Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

11. REPORTS

A. As stated in Rule 27P-19.010(4), Florida Administrative Code, "Each Recipient may receive trust funds from the Division on a quarterly basis, based on the submittal of reports. Said reports shall be provided using the forms included in the grant agreement, as supplemented by any particular information requested in writing by the Division prior to the due date of the report."

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

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

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

E. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

G. The Recipient shall provide additional reports and information identified in Attachment E.

12. MONITORING

A. Rule 27P-19.010(9), Florida Administrative Code, expressly states: "The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday."

B. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to

ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

C. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

13. LIABILITY

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

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

14. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. REMEDIES

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

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

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

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

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

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

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

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

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

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

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

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

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

17. PROCUREMENT

A. As required by Rule 27P-19.010(7), Florida Administrative Code, the Recipient "shall comply with all applicable procurement rules and regulations in securing goods and services…"

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;

(2) Selection of contract type;

(3) Contractor selection or rejection; and,

(4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

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

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

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

C. This Agreement has the following attachments:

(1) Exhibit 1 - Funding Sources

(2) Attachment A – Proposed Program Budget and Budget Detail Worksheet

(3) Attachment B – Allowable Costs and Eligible Activities

(4) Attachment C – Scope of Work

(5) Attachment D – Quarterly Reports

(6) Attachment E – Statewide Mutual Aid

(7) Attachment F – Geospatial Information System (GIS)

(8) Attachment G – Hurricane Shelter Retrofit

(9) Attachment H – Logistics

(10) Attachment I – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(11) Attachment J – Mandatory Contract Provisions

(12) Attachment K– Justification for Advance Payment

19. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 11 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to

make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

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

20. REPAYMENTS

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

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

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

21. MANDATED CONDITIONS

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

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

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

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(2) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

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

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

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

23. COPYRIGHT, PATENT AND TRADEMARK

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

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

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

connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

24. LEGAL AUTHORIZATION

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

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

BAY COUNTY

By:_____

Name and Title: William T. Dozier,Chairman

Date: 08/15/17

FID# _____

DUNS# _____

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

ATTACHMENT A
PROPOSED PROGRAM BUDGET AND
BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment C).

The "Proposed Program Budget" and the "Budget Detail Worksheet" serve as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment C).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget" and the "Budget Detail Worksheet" listed below. If the Recipient fails to complete either the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Recipient's next quarterly report must include an updated "Proposed Program Budget" and/or "Budget Detail Worksheet."

Additionally, if the Recipient submits a request for reimbursement to the Division, then the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet" must match the information contained in the request for reimbursement.

Grant	Recipient Agency	Category	Amount Allocated
FY 2017-2018 Emergency Management Preparedness and Assistance Grant	BAY COUNTY	Planning Expenditures	
		Operational Expenditures	$105,806
		Exercise Expenditures	
		Training Expenditures	
		Equipment Expenditures	
Total Award		**$105,806.00**	

FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Management/Operation Plan			
Communications Plans			
Continuity/Administrative Plans			
Whole Community Engagement/Planning			
Resource Management Planning			
Evacuation Planning			
Recovery Planning			
Credentialing and Validation			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Operational Costs	**Quantity**	**Unit Cost**	**Total Cost**
Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)	1	$105,806	$105,806
Overtime and backfill costs			
Utility (electric, water and sewage)			
Telephone Bills (landlines, cellular and satellite)			
Internet Services			
Maintenance agreements for equipment or series			
Supplies			
Software and Upgrades			
Computers, printers, copiers and fax machines			
Radios			
Satellite telephones			
Storage and shelving for storage			
Other emergency response communication			

Furniture			
Postage			
Apparel for identification			
Fuel			
Memberships and Conference			
Travel			
Vehicle(s)			
Publications			
TOTAL OPERATIONAL EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.)			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises.			
Implementation of Homeland Security Exercise and Evaluation Program			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates.			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
TOTAL EXERCISE EXPENDITURES			**$**

Allowable Training Costs	Quantity	Unit Cost	Total Cost
Develop, Deliver and Evaluate Training			
Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)			
Instructor certification/re-certification			
Coordination with Citizen Corps Councils in conducting training.			
TOTAL TRAINING EXPENDITURES			**$**
Eligible Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			

Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other authorized equipment costs			
TOTAL EQUIPMENT EXPENDITURES			**$**
TOTAL EXPENDITURES			**$**

ATTACHMENT B
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

2 CFR Part 200:
Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, 2 CFR Part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") shall apply to this Agreement.

Expenses:
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance:
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

Equipment:
Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients shall analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

If the recipient seeks reimbursement for equipment activities, then the following shall be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement); and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

Training and Exercises Generally:
The Multiyear Training and Exercise Plan ("MYTEP") serves as a roadmap by which an organization establishes the priorities necessary to develop and maintain the capabilities required to facilitate effective response to all hazards faced by that organization. A successful MYTEP:

- Identifies an organization's top priorities for improving its preparedness and response capabilities; and,
- Defines the cycle of training and exercise activities that shall provide the most benefit in the development, refinement and maintenance of those capabilities.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided the Division has approved the Recipient's MYTEP, any training or exercise on the Recipient's MYTEP satisfies the minimum level of service for this Agreement. If the training or exercise qualifies as reasonable and necessary, and if the training or exercise is included on the Recipient's Division-approved MYTEP, then the Recipient does not need to obtain permission from the Division prior to conducting, participating in, or attending that training or exercise.

If the Recipient seeks to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP, then the Recipient must receive permission from the Division prior to conducting, participating in, or attending that training or exercise. If the Recipient conducts, participates in, or attends a training or exercise that is not listed on the Recipient's Division-approved MYTEP without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that training or exercise.

Any request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP shall include an updated MYTEP that specifically includes the requested

training or exercise. If the request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP does not include an updated MYTEP, then the Division shall deny the request.

Training:
The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For courses that are non-DHS approved training, the Recipient must request approval to conduct training using the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.

- For the conduct of training workshops, the Recipient must provide a copy of the course materials and sign-in sheets.

Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training shall foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, shall be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.

- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Approval of emergency management training that has been identified on the current Multi-Year Exercise Plan (MYTEP);
- Sign-in sheets, rosters and an agenda;
- Documentation from recipient's financial system showing attendees were paid;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to training activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

Exercises:
Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).

- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report, Sign-In sheets, Agenda, Rosters;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to exercise activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient shall upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

- An Improvement Plan; and,
- A roster of participants.

Conferences:
The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

> [T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

This Agreement requires the Recipient to attend Current Issues in Emergency Management ("CIEM"), a meeting hosted by the Division.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states " No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, the following conferences qualify for reimbursement under this Agreement:

- Florida Emergency Preparedness Association Annual Meeting;
- Florida Emergency Preparedness Association Mid-Year Work Session;
- National Hurricane Conference;
- Governor's Hurricane Conference;
- Florida Hazardous Materials Symposium;
- FDEM Private Sector Summit; and,
- Rural County Summit hosted by Gadsden County Sheriff's Office.

The above list is not exhaustive.

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 119.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations:
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Travel Reimbursement Forms:
Unless the Recipient has received prior approval from the Florida Department of Financial Services ("DFS"), the Recipient shall use the travel forms incorporated by reference in Rule 69I-42.003, Florida Administrative Code. Those forms include:

- The Authorization to Incur Travel Expense, Form DFS-AA-13;

- The Application for Advance on Travel Expenses, Form DFS-AA-25; and,
- The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15.

If the Recipient has not received permission from DFS to use an alternate form, and if the Recipient submits a request for reimbursement without including the applicable DFS forms listed above, then the Division shall not provide any reimbursement for that travel.

Planning:
Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans shall have prior review and approval from the respective DEM program area. Funds may not be reimbursed for any plans that are not approved.

Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

- Emergency Management/Operation Plans;
- Communications Plans;
- Continuity/Administrative Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation planning;
- Recovery Planning; and,
- Credentialing and Validation.

If the Recipient seeks reimbursement for planning activities, then the following shall be submitted:

- Copies of contracts, Memorandum of Understandings or agreements with consultants or sub-contractors providing services;
- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid;
- Time and attendance forms for full or part-time staff or contractors/consultants who participated in the planning;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement);
- Complete Debarment form for any contractors/consultants;
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities; and,
- If billing for overtime and/or backfill, provide documentation that list attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee.

Operational:
EMPA Program funds may be used for all emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPA program funds.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. “Full-time Emergency Management Director” means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program that has been approved by the Division of Emergency Management. Program approval shall require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

Eligible “Operational” items include, but are not limited to:

- Salary and Benefits
- Expenses
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Memberships and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor’s Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the grant manager for the Division for review.

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid.
- Time and attendance form for full or part-time staff or contractors/consultants.

- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of operational costs.
- An agenda for any attending meeting/conference.
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to operational activities.

ATTACHMENT C
SCOPE OF WORK

BACKGROUND:

Emergency Management, Preparedness, and Assistance ("EMPA")
In 1993, in the aftermath of Hurricane Andrew, the Florida Legislature passed C.S.S.B. No. 1858, entitled "Disaster and Emergency Preparedness – Trust Fund." In addition to modifying other statutory sections, the legislation created sections 252.371 through 252.373, Florida Statutes.

Section 252.371, Florida Statutes, establishes the Emergency Management, Preparedness, and Assistance ("EMPA") Trust Fund, which the Division administers. Section 252.372, Florida Statutes, imposes:

- An annual $2 surcharge on "every homeowner's, mobile home owner's, tenant homeowner's, and condominium unit owner's policy"; and,
- An annual $4 surcharge on "every commercial fire, commercial multiple peril, and business owner's property insurance policy."

In accordance with Section 252.372, Florida Statutes, all proceeds from the surcharges "shall be deposited in the [EMPA] Trust Fund…" Section 252.373, Florida Statutes, provides for the allocation of monies from the EMPA Trust Fund, authorizes the Division to promulgate rules, and establishes minimum requirements.

Emergency Management an Innate Responsibility
Section 252.38, Florida Statutes, states: "Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state."

Definitions

- Emergency

Section 252.34(4), Florida Statutes, defines the term "emergency" as "any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property."

- Emergency Management

Section 252.34(5), Florida Statutes, defines the term "emergency management" as "the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters."

- County Emergency Management Agency

Rule 27P-19.002(3), Florida Administrative Code, defines the term "County Emergency Management Agency" as "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, [Florida Statutes]."

- Base Grant

Rule 27P-19.002(1), Florida Administrative Code, defines the term "base grant" as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

Base Grant Funds
Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

In accordance with Rule 27P-19.005(1), Florida Administrative Code, the Division awards base grant funds to each county "for the use and benefit of the County Emergency Management Agency."

In accordance with Rule 27P-19.005(2), Florida Administrative Code, the recipient may use base grant funds for any of the following categories:

- Management and Administration;
- Training (Planning, Training, and Exercises, or "PT&E"); and
- Operations:
  - Salaries of emergency management staff;
  - Equipment included on the Department of Homeland Security Authorized Equipment List ("AEL") for the Emergency Management Performance Grants (EMPG);
  - Fuel and maintenance for dedicated emergency management equipment;
  - Office supplies for a County Emergency Management Agency; and,
  - Operational costs for a County Emergency Operations Center.

Supplanting Prohibited
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding…."

Annual Certification
Rule 27P-19.004(1), Florida Administrative Code, requires that, in order to receive EMPA funding, "each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C."

TASKS & DELIVERABLES:

Task One: All-Hazards County Emergency Management Agency

Throughout the period of this Agreement, the Recipient shall administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

Task One Deliverables:

In order to demonstrate successful completion of Task 1, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification: "As required by Rule 27P-19.004(1), Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies its commitment to continuously employ and maintain a full-time County Emergency Management Agency Director or a part-time County Emergency Management Agency Coordinator consistent with subsections 27P-19.005(4) and (5), Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, the quarterly report outlined in Attachment D;
- For quarters 1, 2, 3, and 4, the Recipient must identify which employees of the Recipient are responsible for the following areas as they pertain to Emergency Management (this can include any employee of the County, not just an employee of the County Emergency Management Agency):
    - Preparedness;
    - Response;
    - Recovery;
    - Mitigation; and,
    - Finance (to include procurement).
- For quarters 1, 2, 3, and 4, timesheets or paystubs for a full-time County Emergency Management Director or a part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C.; and,
- For quarter 2, all employees of the County Emergency Management Agency, and any employee identified in subparagraph 3 above, shall upload into the Division's SERT TRAC the course completion certificates for any FEMA course ("G", "IS", or other FEMA course) and any Division course ("FL" or other Division course) that pertains to the following areas:

- Preparedness;
- Response;
- Recovery;
- Mitigation; and,
- Finance (to include procurement).

For Task 1, the person who executes the certification must possess the legal authority to bind the Recipient.

In lieu of submitting physical copies of course completion certificates via mail, the Recipient may upload those documents to the Division's SharePoint portal at: https://portal.floridadisaster.org. If the Recipient chooses to upload course completion certificates to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current, the Recipient does not need to upload course completion certificates more than once.

Task Two - 24-7 Emergency Operations Response Capabilities

Throughout the period of this Agreement, the Recipient shall maintain the capability to respond to all hazards, 24 hours a day, 7 days a week.

Task Two Deliverables:

In order to demonstrate successful completion of Task 2, the Recipient shall submit to the Division the following:

- For quarters 1, 2, 3, and 4, proof that, at least 10 times each quarter, the Recipient has successfully participated in the Division's weekly communication tests;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Statewide Mutual Aid requirements contained in Attachment E;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Geospatial Information Systems (GIS) requirements contained in Attachment F;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Hurricane Shelter Retrofit requirements contained in Attachment G; and,
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Logistics requirements contained in Attachment H.

Task Three - Local Budget Match

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower."

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the level of county funding of the County Emergency Management Agency."

Task Three Deliverables:

In order to demonstrate successful completion of Task 3, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification executed by the Recipient: "As required by Rule 27P-19.011, Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies compliance with all of the requirements contained in Chapter 27P-19, Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, a current and accurate Local Budget Match Requirement Form (Form 3); and,
- For quarters 1, 2, 3, and 4, a current and accurate County Emergency Management Local Budget (General Revenue).

For Task 3, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction:

> If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County

Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

In lieu of submitting physical copies of the Local Budget Match Requirement Form and the County Emergency Management Local Budget via mail, the Recipient may upload those documents to the Division's SharePoint portal at: https://portal.floridadisaster.org. If the Recipient chooses to upload those documents to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current and accurate, the Recipient does not need to upload those documents more than once.

Task Four – Current Issue in Emergency Management (CIEM)

During the quarter that the meeting is held, the full-time County Emergency Management Director or the part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C., shall attend the Current Issues in Emergency Management ("CIEM") meeting hosted by the Division.

Task Four Deliverables:

In order to demonstrate successful completion of Task 4, the recipient shall submit to the Division the following:

- Certificate of attendance; and,
- If requesting grant reimbursement, a completed DFS state travel form.

REIMBURSEMENT CONDITIONS:

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

ATTACHMENT D
QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in the attachment titled "Reporting Forms," and can be found on the Division's internet site.

- Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

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

- The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by the end of the first quarter. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.
- In a format provided by the Division, a proposed staffing summary must be submitted by November 15, 2017. Also, each funded county emergency management position description must be submitted to the Division no later than November 15, 2017.

- Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.
- **The final close-out report is due forty-five (45) days after termination of this Agreement.** Any requests received after August 15, 2018, at the discretion of the Division, may not be reimbursed from this Agreement.
- **Programmatic Point of Contact:**

Contractual Point of Contact	Programmatic Point of Contact
Teresa A. Warner FDEM 2555 Shumard Oak Blvd. Suite 330C Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.warner@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.lyons@em.myflorida.com

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

ATTACHMENT E
STATEWIDE MUTUAL AID

Statewide Mutual Aid – The Recipient must be a signatory to the agreement. If the Recipient is not a signatory to the agreement, then the Recipient must execute a current State Mutual Aid Agreement (SMAA) (27P-19.006) into Division's SharePoint portal by the end of the first quarter and annually upload the SMAA Form C (POC Contacts) to the Division's SharePoint portal at: https://portal.floridadisaster.org.

ATTACHMENT F
GEOSPATIAL INFORMATION SYSTEMS (GIS)

Geographical Information - The Recipient shall upload current GIS Data to the Division's SharePoint portal at: https://portal.floridadisaster.org. Current Geospatial Information Systems (GIS) data includes:

- Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations; and,
- Location and attribute information of other critical facilities as deemed necessary by the County Emergency Manager.

Attribute information shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the SharePoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.
- Critical facility inventory spreadsheets provided shall contain more facility types than are required to be reviewed.

ATTACHMENT G
HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E on the Division's SharePoint portal by the end of the 4th Quarter at: https://portal.floridadisaster.org. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

A. Hurricane shelter deficit reduction progress information.
   1. Submit a list of newly constructed "as-is", retrofit and or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter "none".
   2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter "no corrections needed, the information is correct".

B. Current or newly completed hurricane shelter retrofit projects.
   1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter "none".
   2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter "none".

C. Update Special Needs Shelters' (SpNS) power systems.
   1. Respond yes or no to this statement on the SharePoint portal:
   All designated SpNS have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
   2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.

D. Update SpNS client space capacity.
   1. Respond yes or no to this statement on the SharePoint portal:
   The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
   2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).

E. Upload a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
   1. Status of EHPA or new construction projects from previous reports to the Division
   2. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming **two (2) years**; and **five (5) years.**
   3. List of facilities/buildings that shall be designed and constructed as EHPA, include (if available) anticipated hurricane shelter space capacity.
   4. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
   5. List of facilities/buildings where future retrofitting may be practical to assist in creating shelter space.
   6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).

ATTACHMENT H
LOGISTICS

Logistics - The Recipient shall upload a current County Logistics strategy/plan that is consistent with recommended guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355 of 2006) into the Division's SharePoint portal at: https://portal.floridadisaster.org. The strategy/plan shall include, but is not limited to the following:

A. County Logistics Section organization and partners.
B. Gap Analysis of identifying necessary resources (people/teams, locations/facilities, equipment and commodities; and the Mission Management Process on how the county accesses and dispatches those resources (Contracts, MOU's, Mutual Aid, State Assistance, Federal Assistance).
C. County Government Emergency Fuel Strategy (ESF 12).
D. How the County coordinates with private business and industry in meeting emergency community resource needs (ESF 18).
E. List of local vendors, with which the Recipient has a Memorandum of Agreements or contracts that shall provide resources in an emergency (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
F. Location, survey forms and attributes information for County Logistics Staging Areas (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
G. Location and attribute information for County Points of Distribution (POD) sites and Comfort Stations (Can be an Annex to the Plan and need only be updated every three years unless changes are made).

ATTACHMENT I
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

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

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

_____

By:_____ _____
Signature Recipient's Name

_____ _____
Name and Title FDEM Contract Number

_____ _____
Street Address Grant Number

_____
City, State, Zip

_____
Date

ATTACHMEMT J
MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the require provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

ATTACHMENT K

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example *PROGRAM EXPENSES*	
TOTAL EXPENSES	

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

_____

_____

_____

_____

_____

Bay County Board of County Commissioners
Agenda Item Summary

Holiday Pay/Overtime Policy Revisions for Shift Employees

DEPARTMENT MAKING REQUEST/NAME:
Human Resources/Amy Cooper, Human Resources Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board to approve revisions to the Personnel Policy regarding holiday/overtime pay for shift employees.

AGENDA
Human Resources - Consent

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

BACKGROUND:
The current Bay County Personnel Policy does not specifically address holiday pay/overtime pay for shift employees, although these procedures have been in place for some time, . Therefore, staff recommends additions be made to the Personnel Policy for formal clarification. **(Exhibit 1)**

ATTACHMENTS:

Description	Type
Exhibit 1 -Holiday Pay/Overtime Pay Revisions	Exhibit

ADDENDUM TO PERSONNEL POLICY TO DEFINE HOLIDAY PAY AND OVERTIME PAY FOR SHIFT EMPLOYEES

HOLIDAY PAY

Twelve (12) and twenty four (24) hour shift employees that begin a shift on the actual holiday will receive 12 hours of holiday pay at one and one-half times regular pay. Regular 40 hour, non-shift employees working 8 or 10 hours per day will receive holiday pay at 8 or 10 hours accordingly and one and one-half times regular pay when working the actual holiday.

OVERTIME WORK & PAY

Unscheduled overtime for emergency services shift employees will only be paid for time worked. PTO and banked sick leave will not be counted when computing unscheduled overtime pay. Pre-scheduled overtime will be paid as time worked for emergency services employees and will count toward the overtime threshold, unless the employee is absent from work for one or more pay periods.

Bay County Board of County Commissioners
Agenda Item Summary

Library Annual Plan of Service FY 2018

DEPARTMENT MAKING REQUEST/NAME:
Library Robin Shader, Library Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Request that the Board of County Commissioners approve the 2017-2018 Annual Plan of Service for the Northwest Regional Library System for submission to the Department of Library and Information Services by December 1.

AGENDA
Library Services - Consent

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

BACKGROUND:
The State Aid to Libraries Grant Program, funded through the Division of Library and Information Services, requires the submission of an Annual Plan of Service by December 1 of each year. The plan must be approved by the library's governing body. The Annual Plan of Service October 2017 - September 2018 (**Exhibit 1**) meets the requirements of the Division.
Completion of the activities in the Annual Plan of Service for FY 2018 will:

- Improve the condition of our collections and increase the number of items borrowed
- Improve the training program for all staff, better preparing them to assist library customers
- Enhance the STEM (Science, Technology, Engineering and Math) classes provided in our libraries, thus helping to address an area wide educational need
- Expand library services to at-risk and underserved populations
- Promote library resources and services to local businesses and civic groups

ATTACHMENTS:

Description	Type
Library Annual Plan of Service 2017-2018	Cover Memo

Annual Plan of Service
October 2017 – September 2018

Northwest Regional Library System

Introduction

The *Annual Plan of Service* is a document adopted or approved by the library's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

Approved by Bay County Board of County Commissioners (date to be added)

Goal 1 – The Library offers a current, well maintained collection in the formats and quantities necessary to meet the informational, educational and recreational needs of our communities.

Objective 1.1 – By the end of FY 2022, each item in the NWRLS' collection will have an average checkout rate of three times per year.

Activities for FY 2018:

- Create a standardized weeding procedure to remove outdated, poor condition, and uncirculated materials consistently in all locations.
- Maintain a schedule and standardized process for searching for and removing missing items from the library database; replace needed items when the budget allows.
- Shorten the automated timeline for removing long overdue and lost items from the database.

Objective 1.2 – NWRLS branches will increase checkouts of Library materials by 1% annually.

Activities for FY 2018:

- Market materials through creative displays, via social media channels, and during classes and events.
- Review current formats and consider new services such as streaming video.
- Use the *Current Events Guide*, Newsletter, Facebook page, website, word of mouth and other communication methods to better promote the fact that library selectors welcome customer title suggestions.
- Purchase suggested titles when they meet selection criteria and are affordable within the library budget.

Objective 1.3 – NWRLS will maintain a materials budget of at least 10% of operating expenditures.

Activities for FY 2018:

- Work with Library Foundations and Friends groups to raise funds for materials.
- Seek grants and donations to add books and other materials to the collection.
- Utilize Bay County Library Impact Fees to improve the collection as the population increases.

Goal 2 – The Library provides exceptional service, a welcoming atmosphere, and convenient up-to-date facilities.

Objective 2.1 – Provide continuing education training sessions for staff a minimum of once quarterly to ensure consistent, excellent customer service system-wide.

Activities for FY 2018:

- Dedicate an amount equivalent to 2% of the Multicounty State Aid Grant to staff training and conference attendance to help staff stay abreast of current library issues.
- Develop competency checklists for each job title by the end of FY 2018.

- Beginning October 2017, offer a training session at least once per quarter to address competency training needs. Whenever possible create training sessions that can be attended remotely to reduce the need for mileage reimbursement costs and time away from the primary work location.
- Continue the annual Staff Training Day.
- Encourage staff to become members of professional organizations and use budgeted funds, donations and scholarships to fund staff attendance at conferences and other trainings offered by these associations.

Objective 2.2 – By the end of FY 2018, develop a facilities improvement plan for each location.

Activities for FY 2018:

- By the end of FY 2018, conduct a Capital Improvement Plan Needs Assessment to determine when and where additional library branches are needed.
- By the end of FY 2018, revise the Bay County Comprehensive Plan to include plans for construction of new library facilities in growing sections of the county.
- By the end of March of each year, review population and Library service statistics and create plan for how to use Bay County Library Impact Fee funds to improve service levels in Bay County.

Objective 2.3 – Review library policies and procedures annually to ensure convenient, efficient service.

Activities for FY 2018:

- By November 1, 2017, establish a policy review schedule so that all policies are reviewed each year by staff and the Library Advisory Committee. Recommendations for change are forwarded for administrative review and BOCC approval.

Objective 2.4 - Visits to NWRLS branches will increase by 1% annually.

Goal 3 – The Library provides the reliable high-speed internet access, computers and equipment, and technology training necessary to meet customer needs and inspire the next generation of scientists and engineers.

Objective 3.1 – By the end of FY 2018, develop a plan and budget (in cooperation with the Bay County Information Technology Department) for a modern, high bandwidth IT network infrastructure that provides a reliable, high speed internet experience for library customers.

Objective 3.2 – By the end of FY 2018, all staff meet or exceed technology competencies established for their position.

Activities for FY 2018:

- By December 1, 2017, compile a list of online tutorials that demonstrate the use of library resources and share with all staff.
- By July 1, 2018, establish technology core competencies for library staff.

Objective 3.3 – All Library locations offer group or individual technology tutoring sessions that address community and individual needs.

Activities for FY 2018:

- Continue to offer STEM classes such as robotics and Arduino in all three counties to provide these communities with opportunities to learn and practice these skills.
- By October 1, 2017, submit a plan for building a MakerSpace at the Bay County Public Library.
- Seek grants to fund updated equipment and expert presenters on technology topics.
- Ask local engineers, students, and technology businesses to provide demos.
- Offer training on the use of e-readers and tablets at least once quarterly to teach customers how to use library resources on their personal devices.

Goal 4 – The Library improves academic achievement through classes and resources that prepare children for school and provide students with the skills, curiosity, and support they need to succeed.

Objective 4.1 – NWRLS will offer a minimum of 25 classes per quarter for children ages birth through 18 and their families that teach the foundations of reading, inspire a love of books, encourage intellectual curiosity, and support self-directed education through children's literature and creative expression.

Objective 4.2 – Each County in NWRLS will offer a minimum of one class for school-aged children, per quarter, that teaches STEM (Science, Technology, Engineering and Math) concepts to encourage an interest and understanding of these subjects.

Objective 4.3 – Continually look for opportunities to expand Library services into underserved areas.

Activities for FY 2018:

- Review population and Library service statistics annually and use Library Impact Fee funds to improve service levels.
- Expand outreach programming to provide services to as many groups as budget and staffing allows.

Goal 5 – The Library offers year-round classes and events that educate, inspire and entertain the members of our community throughout their lives.

Objective 5.1 – All NWRLS locations will offer a minimum of one adult or family program per quarter.

Activities for FY 2018:

- Share program ideas and coordinate performer scheduling to reduce costs.

Objective 5.2 – Attendance for in-library programs will increase by 2% each year.

Activities for FY 2018:

- Review program statistics and continue to offer classes and events that are of greatest interest to library patrons.
- Discontinue programs with low attendance and focus time and resources on topics of greater interest.

Objective 5.3 – Continually look for opportunities to expand Library services into underserved areas.

Activities for FY 2018:

- Consider simple social activities such as a book club in a café, readers' theatre in an art gallery, pop-up library book discussions at community events to provide real-time library experiences.

Goal 6 – The Library provides quality resources and expert staff assistance to support local businesses and local residents seeking jobs or promotions.

Objective 6.1 – Offer workforce readiness skills training in order to increase the pool of qualified candidates for local businesses.

Activities for FY 2018:

- Offer a minimum of two group technology classes and ten individual technology training sessions each month at the Bay County Public Library to prepare citizens to be productive, tech savvy members of the local workforce.
- Offer a minimum of one employment seminar per quarter at the Bay County Public Library in partnership with local agencies and the Workforce Program.

Objective 6.2 – Support the local business community through the availability of current research resources and instruction provided by highly trained staff.

Activities for FY 2018:

- Develop a training program and require selected staff to attend the classes needed to become expert in the business resources provided by the library.
- Evaluate the library's subscription business resources and demo other products in order to make informed decisions and provide the best resources the library can afford.

Objective 6.3 – Library staff will conduct a minimum of one outreach presentation to a civic group in each NWRLS county per quarter, and will collaborate with local businesses and civic groups when appropriate.

Activities for FY 2018:

- Update the library's Speakers' Bureau webpage and inform local civic groups about the free outreach programs available.

Bay County Board of County Commissioners
Agenda Item Summary

Library Long Range Plan, October 2017-September 2022

DEPARTMENT MAKING REQUEST/NAME:
Library Robin Shader, Library Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Request that the Board of County Commissioners approve the 2017-2022 Long Range Plan for the Northwest Regional Library System.

AGENDA
Library Services - Consent

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

BACKGROUND:
The Library is required to submit a Long Range Plan in order to be eligible for the State Aid to Libraries Grant. The Plan must be adopted or approved by the Library's governing body and must outline the Library's operations and development over a three-to-five year period. The current Northwest Regional Library System Long Range Plan expires September 30, 2017. The Plan for which the Library seeks approval covers the period October 2017 - September 2022 (**Exhibit 1**).

The Plan is a tool for library managers to use when evaluating current and considering new programs and services, in planning for budgets, and for evaluating and allocating staff resources. Although approval of the Plan is required for grant eligibility, its goals and objectives are not binding.

The Long Range Plan must be approved and submitted as part of the Library's State Aid to Libraries Grant Application by October 1, 2017.

ATTACHMENTS:

Description	Type
Library Long Range Plan 2017-2022	Cover Memo

Long-Range Plan
October 2017 – September 2022

Northwest Regional Library System
Bay, Gulf and Liberty Counties
Florida

Approved by Bay County Board of County Commissioners (date to be added)

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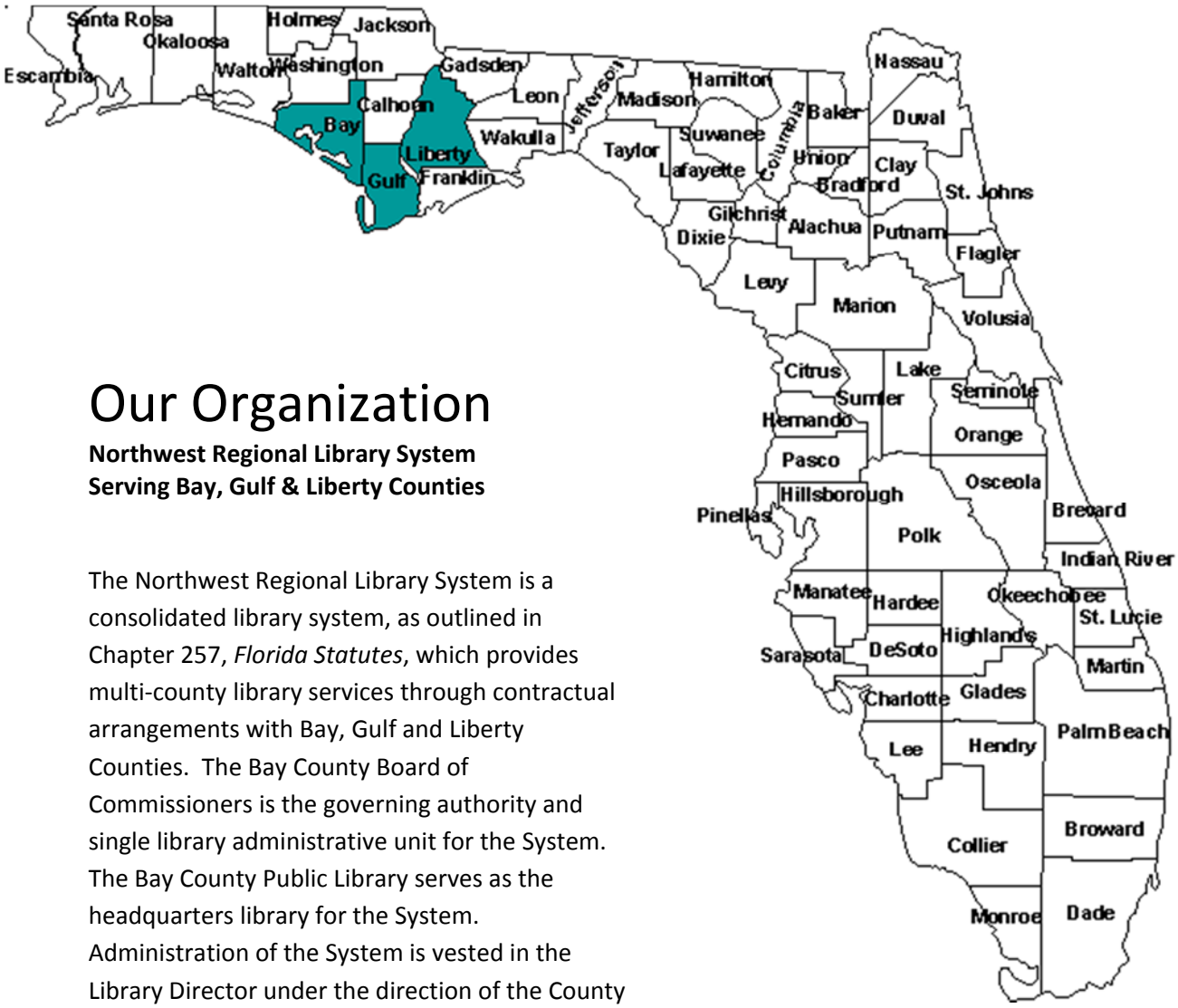
Our Vision

To build a community where all residents reach their full potential.

Our Mission

To help, inspire, and empower our communities by providing a dynamic center for learning and a place of discovery for all ages.



Our Organization

Northwest Regional Library System
Serving Bay, Gulf & Liberty Counties

The Northwest Regional Library System is a consolidated library system, as outlined in Chapter 257, *Florida Statutes*, which provides multi-county library services through contractual arrangements with Bay, Gulf and Liberty Counties. The Bay County Board of Commissioners is the governing authority and single library administrative unit for the System. The Bay County Public Library serves as the headquarters library for the System. Administration of the System is vested in the Library Director under the direction of the County Manager or his/her designee. A Library Advisory Committee, consisting of appointees from all three counties, advises their County Commissioners on library issues.

Community Description

Bay County: There are seven municipalities in Bay County: Callaway, Lynn Haven, Mexico Beach, Panama City, Panama City Beach, Parker and Springfield. The county seat, Panama City, is approximately halfway between Tallahassee and Pensacola. Bay County is known for its beautiful white sand beaches and is a popular tourist destination. Bay County is home to Tyndall Air Force Base, Naval Support Activity which houses the Naval Surface Warfare Center Panama City and the Naval Experimental Diving Unit, and the Northwest Beaches International Airport.

The 2016 Census estimate shows a population of 183,974 in Bay County; 6.3% of the population is under the age of five, 21.5% is under the age of 18, and 16.8% of the population is age 65 or older. Census estimates indicate that, within the population of people aged 25 or older, 88% are high school graduates or higher and 22.2% have a Bachelor's degree or higher. The U.S. Department of Commerce, Bureau of Economic Analysis reports the per capita personal income in 2015 was $39,717, which is 89% of the state average income of $44,429. Major industries include trade, transportation and utilities; professional & business services; leisure and hospitality; construction; and education and health services. The largest employers include Naval Support Activity (NSA PC), Tyndall Air Force Base, Bay District Schools, Eastern Shipbuilding Group, and Bay Medical Sacred Heart. The unemployment rate in May 2017 (not seasonally adjusted) was 4%, which equals the state average.

Gulf County: The county seat is Port St. Joe, the birthplace of the Florida Constitution. Wewahitchka, the other incorporated city, is located inland and boasts some of the best bass fishing in the world as well as the world famous Dead Lakes. The gulf side of the county includes the beautiful beaches of Cape San Blas, Indian Pass, WindMark Beach and St. Joe Beach. Tourism is vital to the economy of Gulf County.

The 2016 Census estimate shows a population of 15,990 in Gulf County; 4.3% of the population is under the age of five, 15.7% is under the age of 18, and 18.8% of the population is age 65 or older. Census estimates indicate that, within the population of people aged 25 or older, 82% are high school graduates and 16% have a Bachelor's degree or higher. The U.S. Department of Commerce, Bureau of Economic Analysis reports the per capita personal income in 2015 was $30,125, which is 68% of the state average income of $44,429. Major industries include trade, transportation and utilities; construction; professional and business services; and leisure and hospitality. Largest employers include Florida Department of Corrections, Gulf County Schools, Port St. Joe Care & Rehabilitation Center, Sacred Heart Hospital, and Florida Department of Transportation. The unemployment rate (not seasonally adjusted) in May 2017 was 3.5% -- lower than the state average of 4%.

Liberty County: Liberty County is located about halfway between the state capital Tallahassee and the beaches and resort area of Panama City Beach. Bristol is the county seat and the only incorporated city. Liberty County has a very low population density since most of the county is comprised of unpopulated forest. The Apalachicola National Forest accounts for about half the county. Liberty County is bordered by the Apalachicola River on the west and by the Ochlockonee River to the east. Liberty County offers many opportunities to enjoy the outdoors.

The 2016 Census estimate shows a population of 8,202 in Liberty County; 4.9% of the population is under the age of five, 19.3% is under the age of 18, and 12.1% of the population is age 65 or older. Census estimates indicate that, within the population of people aged 25 or older, 77.2% are high school graduates and 11.7% have a Bachelor's degree or higher. The U.S. Department of Commerce, Bureau of Economic Analysis reports the per capita personal income in 2015 was $25,492, which is 57% of the state average of $44,429. Major industries include government, education and health services; natural resource and mining; and trade, transportation and utilities. Largest employers include Twin Oaks Juvenile Development, Liberty County Schools, C.W. Roberts Contracting, Inc., and Georgia Pacific. The unemployment rate (not seasonally adjusted) in May 2017 was 4.2%, slightly higher than the state average of 4%.

Sources:

Census Data

U.S. Census Bureau, www.factfinder.census.gov

Per Capita Personal Income

U.S. Bureau of Economic Analysis, http://www.bea.gov/regional/bearfacts/countybf.cfm

Industry data

Enterprise Florida, https://www.enterpriseflorida.com/data-center/florida-communities/florida-counties/

Bay County Chamber of Commerce, https://issuu.com/baycountychamber/docs/2016guidetodiscoveringbaycounty

Unemployment Data

U.S. Bureau of Labor Statistics, https://data.bls.gov/map/MapToolServlet

Library Description

Collection: As of July 24, 2017 there are over 320,000 items in the eight branch library system, 1.54 per capita (all counties included). This is down from 1.61 items per capita in August 2014. Formats include print books, large print books, movies on DVD and Blu-ray, books on CD and MP3, downloadable eBooks and eAudiobooks, print magazines, and newspapers. There is a digital collection of over 17,000 historical photographs which is accessible via the library catalog. The Bay County Law Library moved from the Bay County Courthouse to the Bay County Public Library in June 2011. The Law Library collection is open to the public during all BCPL operating hours.

Circulation of Library Materials – Five Year Summary

FY Ending	BCPL	PCB	PAR	SPR	PSJ	WEWA	LIB	HOS	Digital Branch*	TOTAL
2012	435,816	121,367	11,706	19,203	31,723	13,101	7,053	2,543	10,636	653,148
2013	435,664	123,352	12,293	18,448	35,256	13,989	7,552	2,913	15,572	665,039
2014	410,370	127,294	11,264	13,827	35,677	14,399	7,657	3,602	19,402	643,492
2015	410,512	131,187	10,998	13,906	34,242	15,627	7,573	4,244	25,728	654,017
2016	419,925	136,887	10,998	12,427	36,847	14,638	6,496	4,551	34,172	676,941

*Digital Branch includes eBooks and downloadable audio books available via the Library website.

Programs and Services: There are eight locations. The headquarters library is the Bay County Public Library, located in Panama City.

Bay County Public Library - open 7 days per week, 61 hours
Panama City Beach Public Library (Bay County) - open 6 days per week, 50 hours
Parker Public Library (Bay County) - open 4 days per week, 28 hours
Springfield Public Library (Bay County) - open 4 days per week, 28 hours
Corinne Costin Gibson Memorial Library, Port St. Joe (Gulf County) – open 5 days, 32 hours
Charles Whitehead Public Library, Wewahitchka (Gulf County) - open 4 days, 32 hours
Harrell Memorial Public Library, Bristol (Liberty County) - open 5 days, 38 hours
Jimmy Weaver Memorial Library, Hosford (Liberty County) - open 4 days, 30 hours

All libraries have automated circulation and online catalogs, public computers with Microsoft Office 2013 software and internet access, Wi-Fi internet access, access to electronic resources including the Florida Electronic Library, online reference help via Ask-A-Librarian, and copiers and printers for public use. Most locations offer copier scanners. Four locations, Bay County Public Library, Panama City Beach Public Library, Corinne Costin Gibson Memorial/Port St. Joe Library and Charles Whitehead Public Library, have meeting rooms available for public use. The Bay County Public Library, Panama City Beach Public Library, Corinne Costin Gibson Memorial Library in Port St. Joe, and the Harrell Memorial Public Library in Bristol have 3D printers which are available per the library's 3D Printer Use policy. Faxing is offered in Gulf and Liberty County locations.

Classes and events are offered in all locations and include children's storytimes, computer instruction, book clubs, film screenings, live music performances, crafts for a variety of ages, art displays, and lectures. The library website, www.nwrls.com, contains an events calendar showing programs scheduled in all locations.

Staff: There are 63 staff members (49.5 FTE) in the library system; 13 are librarians with a Master's Degree in Library Science. The Law Librarian is included in the total number of staff, although that position is not funded through the library budget. Staff members in all locations except Springfield are employees of Bay County. The six staff members of the Springfield Public Library are employed by the City of Springfield.

Bay County = 48 staff members, 38.5 FTE (includes Springfield)
Gulf County = 9 staff members, 5.5 FTE
Liberty County = 6 staff members, 4 FTE
(Staff members who work 30 hours per week or more count as 1 FTE. Staff members working less than 30 hpw are counted as .5 FTE)

Financial Resources: Funding for the library system comes from a combination of local government funds, State Aid to Public Libraries grant funds, and donations.

Facilities: Combined square footage of all branches is 89,850 or 0.43 SF per capita (based on 2016 population estimates). This is down from 0.45 SF per capita in 2014.

Bay County Public Library – 55,000 SF
Panama City Beach Public Library (Bay County) – 9,400 SF
Parker Public Library (Bay County) – 1,000 SF
Springfield Public Library (Bay County) – 6,600 SF
Corinne Costin Gibson Memorial/Port St. Joe Library (Gulf County) – 7,600 SF
Charles Whitehead Public Library, Wewahitchka (Gulf County) – 4,700 SF
Harrell Memorial Public Library, Bristol (Liberty County) – 3,800 SF
Jimmy Weaver Memorial Library, Hosford (Liberty County) – 1,750 SF

Long Range Plan: Overview and Process

The Northwest Regional Library System Long Range Plan outlines the Library's operations and development priorities over the next five years. The plan is a tool for Library leadership to use when evaluating current programs and services and considering new projects, in planning budgets, and for evaluating and allocating staff resources.

The current plan began October 1, 2014 and since then the Northwest Regional Library System has improved services to customers in many ways, including:

- Replacing all staff and public computers and replacing servers and wireless routers, which has greatly increased computer speed and reliability.
- Expanding the adult literacy program to the Panama City Beach Public Library and the Corinne Costin Gibson Memorial Public Library in Port St. Joe.
- Increasing the number of library classes and events offered including live music concerts, arts & crafts for adults, bestselling author visits, and ukulele and dulcimer instruction.
- Adding laptop computers in Gulf County and Kindles in Gulf and Liberty Counties, funded through grants. Grant awards also funded training to improve staff

technology skills and purchase 3D printers in order to provide a more advanced level of Science, Technology, Engineering and Math (STEM) programming in our communities.

- Adding an Outreach Librarian to the staff at the Bay County Public Library to provide library service to those who are unable to visit library facilities.
- Completing an energy retrofit project at the Jimmy Weaver Memorial Library in Hosford, funded through a $22,000 U.S. Department of Energy grant. The grant included installation of a new HVAC system, new ductwork, a tankless hot water system, new thermal glass windows and doors, and replacement of existing lighting with new LED units. The grant was written by then branch manager Gerard Giordano. Improvements were completed in May 2015 and has resulted in a reduction in energy usage for the facility.
- Adjusting library hours at the Corinne Costin Gibson Memorial Public Library in Port St. Joe in order to provide opportunities for everyone in the community to utilize library services. Adjusted hours did not increase the total number of operating hours in Port St. Joe, but added Saturday hours.
- Developing a new quarterly *Current Events Guide* to help residents and visitors learn about all the great programs and services we offer.
- Adding AWE "Early Literacy Station" computers in every library location in 2015. (Most were funded by the Bay County Public Library Foundation). Each computer offers over 70 educational games for children.
- Adding scanners to both Liberty County Libraries, courtesy of Early Care and Education, Early Learning Coalition of the Big Bend Region, Inc., in order to help facilitate clients applying for aid through this agency.
- Replacing outdated microfilm reader/scanners for the Bay County Public Library Genealogy and Local History Department.
- Serving as a PrimeTime Family Literacy site in Port St. Joe and Wewahitchka, a six-week program of reading, discussion, and storytelling for families with young children. The goal of the PrimeTime program is to increase family bonding and reading time, improve reading attitudes and behaviors, increase public library use and improve student academic achievement. Nancy Brockman, Gulf County Coordinator, wrote the grant and was the Program Director.

In order to determine customer satisfaction and to learn which services our customers most value, a customer satisfaction survey was conducted in February, 2017. The survey was available in electronic form via our website and in paper form in all library locations. We received 457 completed surveys.

Library services with the highest satisfaction ratings were: Staff Helpfulness (98% of the respondents who rated Staff Helpfulness were "Satisfied" or "Very Satisfied"), Staff Knowledge (98%), Availability of Computers (96%), and Quality of the Facility (95%). Despite a 95% satisfaction with the facilities there were several suggestions for improvement that we hope to address during this next planning period, such as improving lighting, replacing carpet, and adding outlets to plug in electronic devices.

Computer/Internet Speed was also rated at 95% satisfaction, up from 88% in the survey conducted in 2014. All computers in the library system were replaced in 2016 – 2017, and this has made a significant improvement in computer speed.

Services with the lowest ratings were: Children's Programs (94%), Adult Programs (94%, up from 85% in 2014), Teen Programs (92%, up from 86% in 2014) and Hours Open (89%, the same level as 2014). Comments related to programming indicate that much of the dissatisfaction is because there are not enough programs! Annual statistics from the fiscal year ending September 30, 2016 show a 5.1% increase in program attendance system wide.

Library collections with the highest satisfaction ratings were: Children's Books (99% of the respondents who rated Children's Books were "Satisfied" or "Very Satisfied"), Adult Books (97%, up from 90% in 2014), Teen Books (96%) and Genealogy and Local History (96%). Bestsellers/New Books were at 94%, an increase from 88% in 2014. All eight libraries in our system share our books and other materials, and some libraries did have increases in the number of new materials added, which benefits all libraries. CD Audiobooks received a 91% satisfaction rating, which is up from 84% in 2014.

The collections with the lowest satisfaction ratings were: Downloadable Books – eBooks or eAudio (83%, up from 78% in 2014), and DVD Movies (90%). There were many comments in the survey requesting a better selection or more copies of popular DVD movies. Five respondents commented that DVDs are frequently scratched and unplayable. Staff will take greater steps to identify damaged discs before they are loaned to customers.

The survey revealed that the top five most important library services to our customers are: (1) the availability of new books, (2) a comfortable, welcoming place to read, study or attend meetings, (3) activities that inspire children to read and learn, (4) computers/high speed internet access, and (5) highly skilled staff to assist with research questions. These areas will be our focus over the next planning period.

All of the above information was considered and has been incorporated into the following plan of goals, objectives and activities for the period October 1, 2017 through September 30, 2022. The plan is designed to be flexible, and if the activities we have planned to make improvements do not yield results we will discard them and try something else. Customers are encouraged to share their ideas about how the library can better meet their needs. There are many ways to submit comments: by email via the *Contact Us* page of the NWRLS website, www.nwrls.com, by phone to the branch manager or Library Director, through library Facebook pages, by letter or in person. We welcome your feedback.

Goal 1 – The Library offers a current, well maintained collection in the formats and quantities necessary to meet the informational, educational and recreational needs of our communities.

Objective 1.1 – By the end of FY 2022, each item in the NWRLS' collection will have an average checkout rate of three times per year.

Activities:

- Create a standardized weeding procedure to remove outdated, poor condition, and uncirculated materials consistently in all locations.
- Maintain a schedule and standardized process for searching for and removing missing items from the library database; replace needed items when the budget allows.
- Shorten the automated timeline for removing long overdue and lost items from the database.

Objective 1.2 – NWRLS branches will increase checkouts of Library materials by 1% annually.

Activities:

- Market materials through creative displays, via social media channels, and during classes and events.
- Review current formats and consider new services such as streaming video.
- Use the *Current Events Guide*, Newsletter, Facebook page, website, word of mouth and other communication methods to better promote the fact that library selectors welcome customer title suggestions.
- Purchase suggested titles when they meet selection criteria and are affordable within the library budget.

Objective 1.3 – NWRLS will maintain a materials budget of at least 10% of operating expenditures.

Activities:

- Work with Library Foundations and Friends groups to raise funds for materials.
- Seek grants and donations to add books and other materials to the collection.
- Utilize Bay County Library Impact Fees to improve the collection as the population increases.

Goal 2 – The Library provides exceptional service, a welcoming atmosphere, and convenient up-to-date facilities.

Objective 2.1 – Provide continuing education training sessions for staff a minimum of once quarterly to ensure consistent, excellent customer service system-wide.

Activities:

- Dedicate an amount equivalent to 2% of the Multicounty State Aid Grant to staff training and conference attendance to help staff stay abreast of current library issues.
- Develop competency checklists for each job title by the end of FY 2018.
- Beginning October 2017, offer a training session at least once per quarter to address competency training needs. Whenever possible create training sessions that can be

attended remotely to reduce the need for mileage reimbursement costs and time away from the primary work location.
- Continue the annual Staff Training Day.
- Encourage staff to become members of professional organizations and use budgeted funds, donations and scholarships to fund staff attendance at conferences and other trainings offered by these associations.

Objective 2.2 – By the end of FY 2018, develop a facilities improvement plan for each location.

Activities:

- By the end of FY 2018, conduct a Capital Improvement Plan Needs Assessment to determine when and where additional library branches are needed.
- By the end of FY 2018, revise the Bay County Comprehensive Plan to include plans for construction of new library facilities in growing sections of the county.
- By the end of March of each year, review population and Library service statistics and create plan for how to use Bay County Library Impact Fee funds to improve service levels in Bay County.
- Seek funding in each location to make needed facility improvements.

Objective 2.3 – Review library policies and procedures annually to ensure convenient, efficient service.

Activities:

- By November 1, 2017, establish a policy review schedule so that all policies are reviewed each year by staff and the Library Advisory Committee. Recommendations for change are forwarded for administrative review and BOCC approval.

Objective 2.4 - Visits to NWRLS branches will increase by 1% annually.

Goal 3 – The Library provides the reliable high-speed internet access, computers and equipment, and technology training necessary to meet customer needs and inspire the next generation of scientists and engineers.

Objective 3.1 – By the end of FY 2018, develop a plan and budget (in cooperation with the Bay County Information Technology Department) for a modern, high bandwidth IT network infrastructure that provides a reliable, high speed internet experience for library customers.

Activities:

- Maintain a 4 year replacement schedule for library computers.

Objective 3.2 – By the end of FY 2018, all staff meet or exceed technology competencies established for their position.

Activities:

- By December 1, 2017, compile a list of online tutorials that demonstrate the use of library resources and share with all staff.
- By July 1, 2018, establish technology core competencies for library staff.
- Design classes to train staff to use library technology that is not already offered via webinar or other easily accessible methods. Make classes available beginning October 1, 2018.

Objective 3.3 – All Library locations offer group or individual technology tutoring sessions that address community and individual needs.

Activities:

- Continue to offer STEM classes such as robotics and Arduino in all three counties to provide these communities with opportunities to learn and practice these skills.
- By October 1, 2017, submit a plan for building a MakerSpace at the Bay County Public Library.
- Seek grants to fund updated equipment and expert presenters on technology topics.
- Ask local engineers, students, and technology businesses to provide demos.
- Offer training on the use of e-readers and tablets at least once quarterly to teach customers how to use library resources on their personal devices.

Goal 4 – The Library improves academic achievement through classes and resources that prepare children for school and provide students with the skills, curiosity, and support they need to succeed.

Objective 4.1 – NWRLS will offer a minimum of 25 classes per quarter for children ages birth through 18 and their families that teach the foundations of reading, inspire a love of books, encourage intellectual curiosity, and support self-directed education through children's literature and creative expression.

Objective 4.2 – Each County in NWRLS will offer a minimum of one class for school-aged children, per quarter, that teaches STEM (Science, Technology, Engineering and Math) concepts to encourage an interest and understanding of these subjects.

Objective 4.3 – Continually look for opportunities to expand Library services into underserved areas.

Activities:

- Review population and Library service statistics annually and use Library Impact Fee funds to improve service levels.
- Expand outreach programming to provide services to as many groups as budget and staffing allows.

Goal 5 – The Library offers year-round classes and events that educate, inspire and entertain the members of our community throughout their lives.

Objective 5.1 – All NWRLS locations will offer a minimum of one adult or family program per quarter.

Activities:

- Share program ideas and coordinate performer scheduling to reduce costs.

Objective 5.2 – Attendance for in-library programs will increase by 2% each year.

Activities:

- Review program statistics and continue to offer classes and events that are of greatest interest to library patrons.

- Discontinue programs with low attendance and focus time and resources on topics of greater interest.
- Use class surveys and/or comments to determine topics of interest.
- Use local experts and volunteers to teach classes to reduce staff workload and provide classes staff are unable to offer.
- Seek new ways of promoting library classes and events to people who do not regularly use the library.

Objective 5.3 – Continually look for opportunities to expand Library services into underserved areas.

Activities:

- Consider simple social activities such as a book club in a café, readers' theatre in an art gallery, pop-up library book discussions at community events to provide real-time library experiences.
- Continue to develop services to seniors, particularly those who do not visit a library.
- Develop regularly scheduled storytimes in public housing and neighborhoods where transportation to a central location is not readily available.

Goal 6 – The Library provides quality resources and expert staff assistance to support local businesses and local residents seeking jobs or promotions.

Objective 6.1 – Offer workforce readiness skills training in order to increase the pool of qualified candidates for local businesses.

Activities:

- Offer a minimum of two group technology classes and ten individual technology training sessions each month at the Bay County Public Library to prepare citizens to be productive, tech savvy members of the local workforce.
- Offer a minimum of one employment seminar per quarter at the Bay County Public Library in partnership with local agencies and the Workforce Program.
- Assist staff to become Certified Microsoft Office Specialists so they are better prepared to teach classes to the public and other staff. Attendees who complete a class can be offered a certificate from a certified trainer, which may enhance the value of the training to the student and potential employers.

Objective 6.2 – Support the local business community through the availability of current research resources and instruction provided by highly trained staff.

Activities:

- Develop a training program and require selected staff to attend the classes needed to become expert in the business resources provided by the library.
- Contact local small businesses and each Chamber of Commerce and inform them of the resources offered by the library. Provide training upon request.
- Evaluate the library's subscription business resources and demo other products in order to make informed decisions and provide the best resources the library can afford.
- Identify other available agency resources and share this information with library customers when appropriate. Collaborate with agencies with shared goals.

- By the end of March 2019, update Bay County Public Library meeting room equipment to provide local businesses with a state of the art collaborative meeting space.

Objective 6.3 – Library staff will conduct a minimum of one outreach presentation to a civic group in each NWRLS county per quarter, and will collaborate with local businesses and civic groups when appropriate.

Activities:

- Update the library's Speakers' Bureau webpage and inform local civic groups about the free outreach programs available.
- Partner with small businesses on initiatives such as Small Business Saturday.
- Develop library events that take place in local cafes and shops.
- Partner with local businesses to cross promote services.

Bay County Board of County Commissioners
Agenda Item Summary

Bay County Library State Aid Grant Application

DEPARTMENT MAKING REQUEST/NAME:
Library Robin Shader, Library Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board to authorize the Library Director to submit the State Aid to Libraries Operating Grant application and authorize the Chairman to execute the contract documents with the Florida Department of State's Division of Library and Information Services for fiscal year 2017-2018.

AGENDA
Library Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed at this time. This will be in the FY 2018 budget.
FINANCIAL IMPACT SUMMARY STATEMENT:
As stated above in background information.

BACKGROUND:
The State Aid to Libraries Grant program's purpose is to encourage local governments to continue development of free library service to all residents of Florida. Operating grants provide a match up to 25 cents on each dollar of local funds expended for the operation and maintenance of the library during the second preceding year. Bay County State Aid Operating grants are based on expenditures from General Fund appropriations of Bay County, the cities of Panama City Beach and Parker, plus donations, collections from fines and fees, and copier proceeds. Grant calculations for fiscal year 2017-2018 are based on local expenditures during the fiscal year ending September 30, 2016. Grants are prorated among eligible libraries if the appropriation by the Legislature does not fully fund the State Aid to Library Grant Program. The estimate for Bay County's State Aid Operating Grant has not yet been provided by the FL Division of Library and Information Services. The grant award amount for FY 2016-2017 was $61,415 and the amount for the next fiscal year should be similar. The final grant award amount will be calculated in January 2018.

The grant application **(Exhibit 1)** must be submitted by October 1, 2017.

ATTACHMENTS:

Description	Type
Bay County Library State Aid Grant Application	Cover Memo

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Bay County Board of County Commissioners for and on behalf of Bay County Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Bay County Board of County Commissioners for and on behalf of Bay County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

    a. The Grantee shall perform the following Scope of Work as identified in Section 257.17, *Florida Statutes*:

    Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

    1. Have a single administrative head employed full time by the library's governing body;
    2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
    3. Provide access to materials, information and services for all residents of the area served; and
    4. Have at least one library, branch library or member library open 40 hours or more each week.

    b. The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

    Payment 1, Deliverable/Task 1:

    - Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will:
        - Adopt or approve current year library budget;
        - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays) during the grantee's fiscal year; and
        - Adopt or approve the Annual Plan of Service for the grantee's fiscal year.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.

3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

   For the Division of Library and Information Services:

   Marian Deeney, Library Program Administrator
   Florida Department of State
   R.A. Gray Building
   Mail Station # 9D
   500 South Bronough Street
   Tallahassee, Florida 32399-0250
   Phone: 850.245.6620
   Facsimile: 850.245.6643
   Email: marian.deeney@dos.myflorida.com

   For the Grantee:

   898 West 11th Street Panama City, Florida 32401-2336
   Phone:
   Facsimile:
   Email:

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (incorporated by reference) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement**.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

   Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

   Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

   Use the following text:

   "This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (incorporated by reference), which are available online at myfloridacfo.com/aadir/reference_guide.

    Grant funds may not be used for the purchase or construction of a library building or library quarters

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following *Florida Statutes* or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

    c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

    d) The name of the account(s) must include the grant award number;

    e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

    f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

    a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

    b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

    c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

    d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

    a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

    1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.
    2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

    b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.

37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement

    b) Florida Single Audit Act Requirements (Attachment A)

    c) Fiscal Year 2017-18 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: _____

Grantee:

By: _____

Chair of Governing Body or

Chief Executive Officer

_____

Typed name and title

_____

Clerk or Chief Financial Officer

_____

Typed name and title

_____

Date

Department of State:

By: _____

_____

Typed name and title

_____

Witness

ATTACHMENT A
FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED:

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends $750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
3. If the recipient expends less than $750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than $750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for

review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

PART II: STATE FUNDED:

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l),*Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes;* applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes.* This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes,* and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes,* is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes,* the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

http://www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

http://www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Office of Inspector General
      Florida Department of State
      R. A. Gray Building, Room 114A
      500 South Bronough St.
      Tallahassee, FL 32399-0250

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

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

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Office of Inspector General
      Florida Department of State
      R. A. Gray Building, Room 114A
      500 South Bronough St.
      Tallahassee, FL 32399-0250

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done

in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. 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 of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

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

Not Applicable.

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

Not Applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, *Florida Statutes*:

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B

[Fiscal Year 2017-18 State Aid to Libraries Final Grants to be attached by the Division upon execution of the agreement]

Bay County Board of County Commissioners
Agenda Item Summary

Library 3D Printer Use Policy

DEPARTMENT MAKING REQUEST/NAME:
Library Robin Shader/Library Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Request that the Board approve the new 3D Printer Use Policy for the Northwest Regional Library System.

AGENDA
Library Services - Consent

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

BACKGROUND:
Due to the receipt of several grants, four Northwest Regional Library System locations now own 3D printers. This policy (**Exhibit 1**) describes the manner in which they can be used by the public. Customers may use 3D printers during scheduled open lab times (with staff or trained volunteers present), or may submit a digital file to the library to be printed by the library staff. A modest fee will be charged based on the amount of filament used to print the object. The policy states that the printers may only be used for lawful purposes and may not be used to print objects which are unsafe or that violate County policies.

The policy has been reviewed and approved by the Library Advisory Committee.

ATTACHMENTS:

Description	Type
Library 3D Printer Use Policy	Exhibit

General Statement of Policy

The Northwest Regional Library System (NWRLS) provides 3D printers for public use in several library locations. 3D printers are made available to the public in order to provide access to new and emerging technologies, inspire an interest in design and engineering, and provide opportunities for members of the community to bring their creations to life.

A 3D printer builds a three dimensional object by depositing successive layers of melted plastic. 3D objects are designed using special software, and are saved as .stl or other file types that are recognized by the 3D printer. There are also online repositories of 3D designs which allow users to download and print designs created by others.

This policy describes the manner in which 3D printers may be used in the library.

Regulations for 3D Printer Use

a) Customers may use 3D printers in two ways:
   1) Customers may reserve a session during designated 3D printing open hours. Availability will vary by library location. Limits on the length of sessions and the number of sessions may be imposed in order to provide fair and equal access.
   2) Customers may submit an .stl file to a library with a 3D printer to be printed by library staff. Print jobs will be added to the queue and printed in the order received. The Library cannot guarantee model quality or specific delivery times.

b) Only trained library staff or approved volunteers will have hands-on access to library 3D printers.

c) Printing is only permitted when trained staff or authorized volunteers are present. After-hours printing is not allowed.

d) Library 3D printers may be used only for lawful purposes. 3D printers may not be used to print objects which are:
   1) Prohibited by local, state or federal law;
   2) Unsafe, harmful, dangerous, or otherwise inappropriate for the library environment;
   3) Under copyright, patent, or trademark protection;
   4) In violation of Library or County policies.

e) Only filament provided by the library will be used in library 3D printers.

f) Library staff or approved volunteers will review files before printing to determine whether the request meets policy requirements, and to determine the cost of the print.

g) Customers are responsible for paying the cost of each print. The cost of each print job is determined by the amount of filament used, which is calculated by the printing software.

h) Library staff reserves the right to refuse print requests and to put limitations on 3D printer usage.

i) If an object is printed with rafts and/or supports, the customer is responsible for removing them.

A list of libraries offering 3D printing and details about the process are available on the library website, www.nwrls.com.

Adopted, Bay County Board of County Commissioners, 00/00/00

DRAFT

Bay County Board of County Commissioners
Agenda Item Summary

Multi-County Library State Aid Grant Agreement

DEPARTMENT MAKING REQUEST/NAME:
Library Robin Shader, Library Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board (1) Authorize the Library Director to submit the State Aid to Libraries Multi-county Grant application, and (2) Authorize the Chairman to execute the contract documents and any related subsequent documents with the Florida Department of State's Division of Library and Information Services for fiscal year 2017-2018, after Legal Department review.

AGENDA
Library Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed. This grant is budgeted for the upcoming FY 2018 budget.
FINANCIAL IMPACT SUMMARY STATEMENT:
As stated above in background information.

BACKGROUND:
Multi-county Grants are fully-funded grants that are available to the single library administrative unit of the multi-county library that qualifies for Operating Grants and serves a combined population of 50,000 or more and two or more counties. The grant has two components: (1) a match on local expenditures up to $1 million, and (2) a base grant of $250,000 for libraries that have three or more participating counties. The amount of the match is based on the number of counties served by the multi-county library. Our three-county system is eligible for 10 cents on each local dollar of expenditure, for a total matching grant of $100,000. Local expenditures include those from general fund appropriations from Bay, Gulf and Liberty Counties, municipal appropriations from Panama City Beach, Parker, Port St. Joe, and Wewahitchka, and donations, fines and fees, and copier proceeds from all library outlets. The total grant is $350,000.
The Multi-county Grant funds a portion of the salaries and benefits for professional staff who provide:

1. Oversight and direction of the library program; budget and financial management; planning; public services direction, training and expertise
2. Organization and management of the collection; ordering cataloging and processing of materials; materials budget and management
3. Promotion/marketing of programs and services across the three county service area

The Multi-county Grant also funds:

1. Travel for departmental meetings; visitations for training and support; attendance of training workshops and conferences
2. Telecommunications to support circulation systems, networks and Internet access

3. Supplies to support the activities of the multi-county library program
4. Equipment to support library connectivity
5. Circulation system software and maintenance
6. Online resources shared by customers in all three counties

The Multi-county Grant Application **(Exhibit 1)** must be submitted by October 1, 2017.

ATTACHMENTS:

Description	Type
Agreement	Exhibit

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Bay County Board of County Commissioners for and on behalf of Northwest Regional Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Bay County Board of County Commissioners for and on behalf of Northwest Regional Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.**This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

    a. The Grantee shall perform the following Scope of Work as identified in Section 257.17, *Florida Statutes*:

    Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

    1. Have a single administrative head employed full time by the library's governing body;
    2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
    3. Provide access to materials, information and services for all residents of the area served; and
    4. Have at least one library, branch library or member library open 40 hours or more each week.

    b. The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

    Payment 1, Deliverable/Task 1:

    - Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will:
        - Adopt or approve current year library budget;
        - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays) during the grantee's fiscal year; and
        - Adopt or approve the Annual Plan of Service for the grantee's fiscal year.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.

3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

   For the Division of Library and Information Services:

   Marian Deeney, Library Program Administrator
   Florida Department of State
   R.A. Gray Building
   Mail Station # 9D
   500 South Bronough Street
   Tallahassee, Florida 32399-0250
   Phone: 850.245.6620
   Facsimile: 850.245.6643
   Email: marian.deeney@dos.myflorida.com

   For the Grantee:

   898 West 11th Street Panama City, Florida 32401-2336
   Phone:
   Facsimile:
   Email:

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (incorporated by reference) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement**.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

   Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

   Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

   Use the following text:

   "This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (incorporated by reference), which are available online at myfloridacfo.com/aadir/reference_guide.

    Grant funds may not be used for the purchase or construction of a library building or library quarters

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following *Florida Statutes* or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

    c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

    d) The name of the account(s) must include the grant award number;

    e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

    f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

    a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

    b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

    c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

    d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

    a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

    1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.
    2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

    b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.

37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement

    b) Florida Single Audit Act Requirements (Attachment A)

    c) Fiscal Year 2017-18 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: _____

Grantee:

By: _____

Chair of Governing Body or

Chief Executive Officer

_____

Typed name and title

_____

Clerk or Chief Financial Officer

_____

Typed name and title

_____

Date

Department of State:

By: _____

_____

Typed name and title

_____

Witness

ATTACHMENT A
FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED:

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends $750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
3. If the recipient expends less than $750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than $750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for

review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

PART II: STATE FUNDED:

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l),*Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes;* applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes.* This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes,* and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes,* is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes,* the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

http://www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

http://www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Office of Inspector General
      Florida Department of State
      R. A. Gray Building, Room 114A
      500 South Bronough St.
      Tallahassee, FL 32399-0250

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

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

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Office of Inspector General
      Florida Department of State
      R. A. Gray Building, Room 114A
      500 South Bronough St.
      Tallahassee, FL 32399-0250

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done

in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. 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 of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

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

Not Applicable.

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

Not Applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, *Florida Statutes*:

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B

[Fiscal Year 2017-18 State Aid to Libraries Final Grants to be attached by the Division upon execution of the agreement]

Bay County Board of County Commissioners
Agenda Item Summary

Library Card Registration Policy Revision

DEPARTMENT MAKING REQUEST/NAME:
Library Robin Shader, Library Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Request the Board approve the revised Library Card Registration Policy for the Northwest Regional Library System.

AGENDA
Library Services - Consent

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

BACKGROUND:
The policy (**Exhibit 1**) was revised to remove information about the obsolete Computer User Only library card, and to clarify the acceptable forms of proof of address. Also, regulations (a) and (l) were changed to remove the specific amount of customer fees. The fees will continue to be charged, but by removing the specific amount we will not need to revise the policy if the amount changes. We will refer customers to the Bay County Fee Schedule and will post the fee amount on the library website.

The policy revision has been reviewed and approved by the Library Advisory Board.

ATTACHMENTS:

Description	Type
Library Card Registration Policy_Revised	Cover Memo

General Statement of Policy

The issuance of Library cards allows the Library to track use of materials and communicate with customers regarding requested materials, overdue items, or other Library business.

Regulations

a) All residents or non-resident property owners in Bay, Gulf and Liberty Counties are entitled to a free Northwest Regional Library System card. Employees of a county or municipality that funds the Library are also eligible for a free card. All other Non-Residents may obtain a full-service Library card for an annual fee ~~of $15.00~~ (per the Bay County Fee Schedule).

~~b)~~ There are ~~four~~ three types of Library cards: Resident, Fee, and Online (OBR) ~~and Computer User Only~~. Online (OBR) cards allow immediate access to most Library databases available via the Library website, but do not allow customers to borrow Library materials. ~~Computer User Only cards are issued at no charge and provide access to Library computers and online databases, but do not allow customers to borrow Library materials.~~

c) All Library cards are valid for one year and are renewable after verification of current address and contact information with a Library staff member. Annual verification helps keep the Library database accurate and allows for more efficient communication with Library customers.

d) A photo ID and proof of address is required to obtain a full-service Library card.
   - Acceptable photo IDs include a Driver's License or State ID from any state, or a Military ID. If the ID includes an address within Bay, Gulf or Liberty County, no other proof of address is required.
   - Acceptable forms of proof of address include: a valid driver's license or state ID, utility bill, checkbook, lease agreement, hunting license or postmarked piece of mail. ~~We cannot accept a P.O. Box or shelter address~~. We cannot accept General Delivery as proof of address.

~~e) Only a photo ID is required to acquire a Computer User Only card.~~

f) Adults must register for their own Library card.

g) Anyone aged 16 or older may register for their own Library card and is responsible for any fines or fees accrued.

h) Children aged 15 or younger must have a parent or guardian register them for a Library card. The parent or guardian who registers for the card is responsible for any fines or fees accrued on the card. Children do not need to be present at the time the parent/guardian applies for the card.

i) The parent or guardian who registers a child for a Library card will determine whether internet access is allowed.

j) Anyone aged 16 or older must be given the opportunity to register (or pre-register) to vote. This is required by law (Florida Voter Registration Act, ss. 97.058 *Florida Statutes*) since public Libraries are considered voter registration agencies.

k) The Library must be informed immediately if a Library card is lost or stolen to prevent usage and fines and fees accrued as a result of unauthorized use.

l) There will be a ~~$2.00~~ charge to replace lost Library cards.

Adopted August 19, 2014; revised (date)

DRAFT

Bay County Board of County Commissioners
Agenda Item Summary

CR 2300 Road Improvements – Phase II Contract Award

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith Bryant, P.E., PTOE, Director

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board: 1) Award the Base Bid to C.W. Roberts Contracting, Inc for the CR 2300 Road Improvement – Phase II project in the amount of $1,415,273.18 and authorize the Chairman to execute the contract, subject to non-monetary changes as approved by the County Attorney's office; and, 2) Authorize contingency and testing funds in the amount of $142,000 (10%).
(DISTRICT IV)

AGENDA
Public Works - Consent

BUDGETED ITEM? No
BUDGET ACTION:
Budget Amendment needed if approved.
FINANCIAL IMPACT SUMMARY STATEMENT:
Grant and Surtax funds will be used for this project.

BACKGROUND:
On June 22, 2017 a request for bids was advertised for CR 2300 Road Improvements Phase II project which involves the resurfacing of CR 2300 from the Gulf Power Steam Plant to the Bay County Emergency Operation Center (**EXHIBIT 1**). On July 12, 2017 a pre-bid meeting was held and the following responses were received electronically and opened on July 25, 2017:

PROPOSER	BASE BID
C.W. Roberts Contracting, Inc.	$1,415,273.18
Anderson Columbia Co, Inc.	$1,469,076.76
Roberts and Roberts, Inc.	$1,749,689.70
GAC Contractors, Inc.	$1,877,079.69

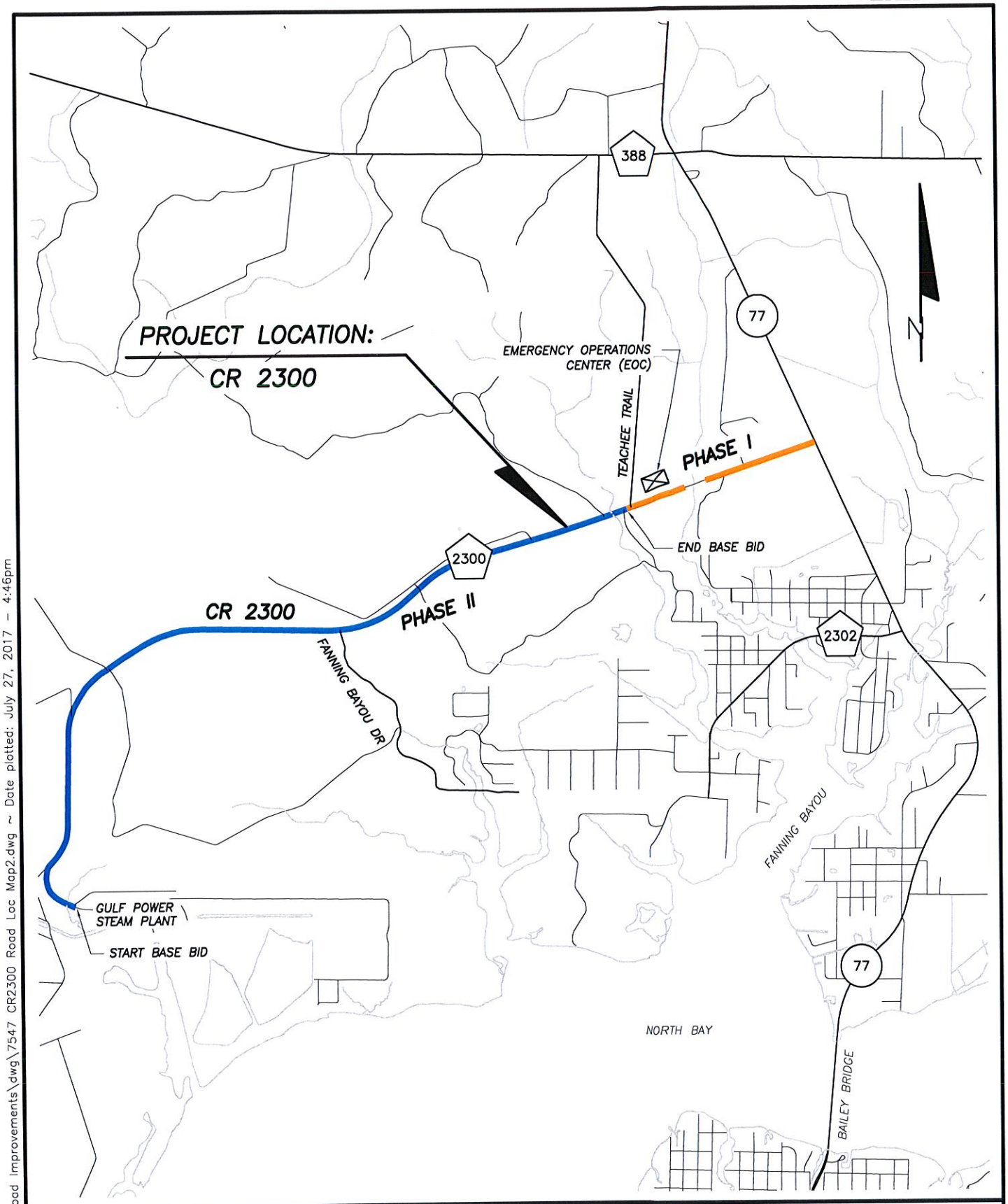
Staff has evaluated the base bids and C.W. Roberts Contracting, Inc. was the lowest responsible bidder.

ATTACHMENTS:

Description	Type

CR2300 Road Improvement Phase II Exhibit 1	Exhibit
CR2300 Road Improvements Phase II Contract Exhibit 2	Exhibit

EXHIBIT 1



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

CR 2300 ROAD IMPROVEMENTS ~ PHASE II
LOCATION MAP

SCALE	DATE DRAWN	BY	CHECKED BY	PROJECT#	PAGE
NTS	07-27-17	LW	MM	7547	1 of 1

S:\LD3\7547 CR2300 Road Improvements\dwg\7547 CR2300 Road Loc Map2.dwg ~ Date plotted: July 27, 2017 – 4:46pm

CONTRACT 17-36
CR2300 ROAD IMPROVEMENTS
PHASE II

This Contract, dated August 15, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and C.W. Roberts Contracting, Inc., located at 1603 Bay Avenue, Panama City, FL 32405 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies for the resurfacing of CR2300 from the Gulf Power Steam Plant entrance extending north/east approximately 3.95 miles to the Emergency Operation Center. The project will consist of earthwork operations, replacement of existing guardrail, placement of crack relief, paving, and stabilization of all disturbed areas.

The Contractor will perform those services in accordance with the Bay County Public Works Department Engineering Division construction plans titled "CR2300 Road Improvements Phase 2" dated June 6, 2017, FDOT Standard Specifications for Road and Bridge Construction 2016 as implemented by the attached hereto and incorporated herein **Exhibit 1**, titled "Specifications Package", (the "Project"). The Contractor hereby agrees to provide such services to the County according to ITB 17-36 CR2300 Road Improvements Phase II, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached hereto and incorporated herein as **Exhibit 2**, to the extent they are not inconsistent with this agreement.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 90 calendar days. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of $1,584.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in Exhibit 2.

4. Payments

Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn

statements based upon the progress made and submitted to the County on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) business days after approval of the County. Ten percent (10%) retainage shall be held at the discretion of the County; the 10% retainage shall be reduced to 5% at 50% completion of the work.

Final Payment –Final payment constituting the unpaid balance of the Contract Price, less any liquidated damages as provided in Section 2 hereinabove, shall be due and payable within 30 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors, subject to the provisions of the Local Government Prompt Payment Act..

Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County, stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the County and the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the Project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Public Works Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

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

a. Keep and maintain public records required by the County in order to perform the service;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

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

e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. County Representative

The County Public Works Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the County. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Contractor's expense or may proceed against the Contractor's Public Construction Bond.

14. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 3** to this Contract and incorporated by reference.

15. Hold Harmless and Indemnification

The Contractor shall indemnify and hold harmless the County, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This section survives termination or expiration of this Contract.

16. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

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

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

This section survives termination or expiration of this Contract.

17. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:	For the Contractor:
Bay County Public Works Department	C. W. Roberts Contracting, Inc.
Attn: Josee Cyr	Attn: Todd Castleberry
840 W. 11th Street	1603 Bay Avenue
Panama City, FL 32401	Panama City, FL 32405

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

18. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

19. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

20. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

21. Termination for Cause

a. If the Contractor fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable

period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with this contract.

b. Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Contractor and Bay County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

c. Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

d. This Contract may be terminated by the County if the successful bidder is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

22. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this contract prevail first.
b. The bid form and attachments are next.
c. The initial bid provisions are final priority.

23. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

24. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

25. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

C. W. ROBERTS CONTRACTING, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this __ day of _____, 2017, by _____ _____, as _____ of C.W. Roberts Contracting, Inc. and with proper authority to sign on behalf of the entity, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:
1. Specifications Package
2. Contractor's Response to ITB 17-36
3. Insurance Requirements

EXHIBIT 1
SPECIFICATIONS PACKAGE

February 14, 2017
PREPARED BY: PES/Consult. EOR

ATTACHMENT 2
SPECIFICATIONS PACKAGE

The January 2017 edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature
and Seal: _____

Date: _____
Engineer of Record: MARC H. MACLEAN, P.E.
Fla. License No.: 78628
Firm: BAY COUNTY PUBLIC WORKS DEPARTMENT
840 WEST 11TH STREET
PANAMA CITY, FLORIDA 32401
Certificate of Authorization: (NUMBER)
Page(s): _____1 – 20_____

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SPECIAL PROVISIONS

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The County uses the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" as the governing specification for County roads and stormwater projects. This special provision contains specific clauses adopted by the Bay County Board of County Commissioners that add to or revise the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or supplement specifications, setting forth conditions varying from or additional to the Standard Specifications and are applicable to Bay County Public Works road and storm water construction projects.

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2017 Edition, Division II shall be the governing specifications for all contract pay items unless the pay items are modified by pay item notes or special provisions. Division I of the FDOT specifications shall be used for prosecution and progress of the contract except where modified by the County's general conditions or special provisions. Sections 2, 3, 4, 5, 8-1, 9-2.1.1 and 9-2.1.2 of the FDOT specifications are specifically excluded from this project. For purposes of liquidated damages, the contract time shall be calculated in accordance with Section 8-7 of the FDOT specifications with the exception that no work shall be allowed on Saturdays or Sundays.

1. The governing order of project documents is:
    a. General Terms and Conditions
    b. Bay County Special Provision for the Adaptation and Use of the FDOT Specifications
    c. Bid Form Pay Item Notes
    d. Plans
    e. FDOT Design Standards
    f. Project Specific Specifications
    g. FDOT Standard Specifications for Road and Bridge Construction
    h. When discrepancies exist between any of the above the Bay County Public Works Director or his designated representative shall determine the proper course of action for the Contractor.

2. The hours of work shall be 7:00 A.M. until 30 minutes prior to sundown Monday through Friday. No work is to be done in the period from December 24th through the following January 1st. These days off will be added to the contract time, but no additional compensation for delays will be allowed. No work shall be done on the Friday immediately preceding Memorial Day, or Labor Day. Contract time

will be charged during holiday and weekend periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods or weekend periods.

3. Contract Time - The number of calendar days allowed by the County for the substantial completion of the Contract. The contract substantial completion date is computed by adding the number of days authorized by the Form of Agreement to the Notice to Proceed date.

4. Notice to Proceed – Written communication issued by the County to the Contractor authorizing them to proceed with the work and establishing the date for commencement of the work. For purposes of calculating liquidated damages, the Notice to Proceed date will be considered day zero.

5. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the county can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the County's Designated Representative. The Contractor will not be charged liquidated damages for any days on or after the substantial completion date, but retainage will be withheld until all punchlist items are completed.

6. Whenever unanticipated work not covered by the drawing or specifications is found and is considered essential to satisfactorily completion of the work within intended scope, the Contractor shall notify the County's Designated Representative immediately.

7. The County may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. Rights are reserved to purchase additional quantities at bid price.

8. When the Contractor deems that extra compensation is due for work not covered in the contract the Contractor shall immediately verbally notify the County's Designated Representative and follow-up with a written claim within twenty (20) calendar days of the date of the event that gave rise to the claim. The county will not consider any claim when the notice given by the Contractor is over 20 calendar days past the date of the event giving rise to the claim and the Contractor shall waive the claim for compensation. The contractor shall not commence any work claim until they have received written approval from the county to do such work.

9. The Contractor must submit in writing to the County Engineer any claims for compensations due to delays. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

10. The Contractor fully warrants all workmanship and material, in the performance of his obligation under this contract, for a period of one (1) year after completion of the work described in this Contract. The warranty period begins at the date of final payment for the project. The Contractor shall forthwith repair or remedy any defects in the construction done by him, discovered within one (1) year, without cost or change to the Owner. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the correction of the defect, then the Owner may have the work done at the Contractor's expense or may proceed against the surety bond.

11. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.

12. The County will not make payment on any invoices until the schedule and if applicable, the schedule of values is received and approved by the County.

13. An invoice must be submitted even if no work was performed during that month.

14. All submittals shall be submitted to the County for staff review no later than 10 work days prior to the products use on the project.

15. The Contractor's project manager shall provide written documentation on elevations of curbing, inlet box inverts and grate elevations, pipe inverts, final milling and base profiles and cross slopes and any other critical elevations and slopes as directed by the County, all prior to covering up the work and done as the work progresses.

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

ARTICLE 1-3 has the terms Department, Engineer and Holidays deleted and the following substituted:

Department.

Bay County.

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

Holidays.

County Holidays – New Years Day, Martin Luther Kings Birthday, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Holidays that fall on a Saturday will normally be observed on the preceding Friday and holidays that fall on Sunday will normally be observed on the following Monday.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.

2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.

3. Lane closure restrictions are:
   From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure. At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

   All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.

4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.

5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.

3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.

4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.

5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda[2]		90		20
Hulled Bermuda[2]	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.

7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).

8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
   a. An FDOT approved asphaltic concrete production plant.
   b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.

2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.

3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1. The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually

acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.

3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2017 Specification.

2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.

3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts such operations cannot be completed prior to sundown, approval must be obtained from the County.

4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.

5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.

6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.

7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.

2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.

3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Only concrete pipe will be allowed for cross drains and concrete or HDPE pipe will be allowed for side drains. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.

4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, “in-the-dry” is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

312 BITUMINOUS CRACK RELIEF LAYER.

SECTION 312
BITUMINOUS CRACK RELIEF LAYER

312-1 Description.

Construct a crack relief layer composed of a separate application of bituminous material covered with a single application of aggregate.

312-2 Composition and Proportioning.

Use the composition and proportioning for the crack relief layer as shown in the table below. The range of bituminous material and cover material are approximate. The Engineer may increase or decrease the range.

NON SI UNITS			
Proportions For Crack Relief Layer			
		Bituminous Material gal/yd^2	
Aggregate Grade	Cover Material ft^3/yd^2	Asphalt Cement	Emulsified Asphalt
67	0.32 - 0.38	0.20 - 0.30	0.29 - 0.43

SI UNITS			
Proportions For Crack Relief Layer			
Aggregate Grade	Cover Material m^3/m^2	Bituminous Material L/m^2	
		Asphalt Cement	Emulsified Asphalt
67	0.011 - 0.013	0.9 - 1.4	1.3 - 1.9

312-3 Materials.

Meet the following requirements:

(1) Bituminous Material:

Emulsified Asphalt……..2017 FDOT Standard Specification 916-3

(2) Cover Material:

Stone, Slag, or Crushed Gravel.....…2017 FDOT Standard Specification 901

312-4 Equipment.

312-4.1 Pressure Distributor: Provide a pressure distributor that meets the requirements of 300-3.1.

312-4.2 Spreading Equipment: Provide sufficient trucks and aggregate spreaders at the site of the work to ensure continuous spreading of the aggregate on the uncovered bituminous material. Use a spreader of the mechanical type that is self-supported (towed) or self-propelled and is capable of producing a smooth, uniform distribution of the cover material. Do not use spreaders of the type attached directly to the rear of the truck body (tail gate spreaders).

312-4.3 Rollers: Provide pneumatic-tired traffic type rollers equipped with at least seven smooth-tread, low-pressure tires and capable of carrying a gross load of at least 8 tons [7 metric tons]. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi [35 kPa]. Load the traffic roller as directed by the Engineer.

312-5 Limitations to Width of Application.

Confine the application of bituminous and cover material to one lane at a time, leaving all additional lanes open to traffic.

312-6 Preparation of Road Surface.

312-6.1 Cleaning: Sweep the surface to be covered clean and free of sand, dirt, dust, and other deleterious material by means of mechanical rotary sweepers or other approved methods, and keep the surface free from moisture.

312-6.2 Condition of Underlying Surface: Do not construct the crack relief layer over any loose or unstable pavement that results in excessive penetration of the cover material during the rolling operations.

312-7 Protection of Adjacent Surface.

Where constructing a crack relief layer adjacent to curb and gutter, valley gutter, or any other concrete surface, cover the concrete surfaces with heavy paper or other protection approved by the Engineer during application of bituminous material. Immediately remove any bituminous material deposited on such concrete surfaces.

312-8 Weather Limitations.

Do not apply bituminous material when the air temperature in the shade and away from artificial heat is less than 45ºF [4ºC] or when weather conditions or the surface conditions are otherwise unfavorable.

312-9 Application of Bituminous Material.

312-9.1 Distributor Pressure: After cleaning the surface to be treated to the satisfaction of the Engineer, uniformly spray the bituminous material over the surface by means of a pressure distributor. Use a distributor that maintains a consistent pressure of at least 20 psi [135 kPa], but not more than 75 psi [520 kPa].

312-9.2 Application Temperatures: For emulsified asphalt, maintain an application temperature between 140 and 180ºF [60 and 82ºC].

312-9.3 Uniformity of Distribution: Adjust and operate the distributor to maintain an even and uniform distribution of the bituminous material. Immediately remove excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage, or otherwise.

312-9.4 Limitations to Application: Ensure that the area to be covered by any one application of bituminous material is no greater than the aggregate can cover without interruption due to limitations of hauling and spreading equipment or to any other cause.

312-10 Spreading Cover Material.

312-10.1 Spreading: Spread the cover material immediately following the application of bituminous material. Uniformly distribute the cover material over the bituminous surface in one course. Do not drive trucks, spreaders, or other vehicles on the uncovered bituminous material.

312-10.2 Brooming and Dressing: Immediately after applying the cover material, broom the surface in order to secure a uniform distribution of cover material and a smooth surface. Place additional aggregate by hand on any areas not properly covered. If deemed necessary by the Engineer, drag the surface with a light drag broom or other dragging equipment approved by the Engineer, of a type that will not disturb the embedded aggregate. Supplement this operation by additional hand brooming until obtaining a smooth and even surface. Repeat the dragging and brooming, in conjunction with the rolling, for as long as required to ensure a uniform surface.

312-11 Rolling.

Immediately after the spreading and dragging of cover material, roll the entire surface. Begin rolling at the edge of pavement, and progress toward the centerline, uniformly lapping each preceding pass and thoroughly covering the entire surface. During rolling, perform additional dragging and hand brooming as specified in 312-10.2.

312-12 Surface Requirements.

Remove all joints or portions of the completed surface that are defective, not properly finished, or not in conformance with these Specifications, and replace them with a satisfactory surface. The Department will not pay for the defective work and its removal.

312-13 Covering Crack Relief Layer.

Cover the crack relief layer with an asphalt concrete layer prior to opening it to traffic.

312-14 Method of Measurement.

312-14.1 Bituminous Material: The quantity to be paid for will be the volume, in gallons [liters], applied on the road and accepted, determined as provided in 2017 FDOT Standards Specifications 300-9.

312-14.2 Cover Material: The quantity to be paid for will be the area, in square yards [square meters], applied on the road and accepted, determined by surface area.

312-15 Basis of Payment.

312-15.1 Bituminous Material: Price and payment will be full compensation for furnishing all the materials and for heating, hauling, and applying.

312-15.2 Cover Material: Price and payment will be full compensation for all the work described in this Section, except for the work paid for under the item of Bituminous Material.

312-15.3 Payment Items: Payment will be made under:

Item No. Misc. 1- Bituminous Material - per gallon.

Item No. Misc. 2- Cover Material for Crack Relief Layer - per square yard.

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.

(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1
Superpave Traffic Levels

Traffic Level	Traffic Level ($1x10^6$ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for

acceptance in situations where the areas requiring density testing is less than 50 tons within a sublot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor’s data.

916 BITUMINOUS MATERIALS.

(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916
BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the requirements of this section. In lieu of submitting test results from an independent laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5ºC for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67ºC.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.

5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the

specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a disbursing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.
2. The GTR shall meet the requirements of Section 919.
3. Polymer modification is optional for PG 76-22 (ARB).
4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR (G/sin δ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report

Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450ºF
Rotational Viscosity, AASHTO T 316-13	275ºF	Maximum 3 Pa·s[a]
Dynamic Shear Rheometer [b], AASHTO T 315-12	$G^*/\sin\delta$	Minimum 1.00 kPa
	Phase Angle, δ[c] PG 76-22 (PMA) and PG 76-22 (ARB)[d] PG 82-22 (PMA)	Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	Maximum 15°F (PG 76-22 (ARB) only)
Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr,\,3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	"S" = 4.50kPa^{-1} max
Multiple Stress Creep Recovery, $J_{nr,\,3.2}$[d, e, f] AASHTO M 332-14	67°C (Modified binders only)	"V" = 1.0 kPa^{-1} max "E" = 0.5 kPa^{-1} max Maximum $J_{nr,diff}$ = 75%
Multiple Stress Creep Recovery, %Recovery[d, e] AASHTO M 332-14	67°C (Modified binders only)	$\%R_{3.2} \geq 29.37 (J_{nr,\,3.2})^{-0.2633}$
Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^*\sin\delta$, 10 rad/sec.	Maximum 5000 kPa[f, g]
Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300

(a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.
(b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.
(c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.
(d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)
(e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.
(f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.
(g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low- temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 2
CONTRACTOR'S RESPONSE TO ITB 17-36

Pre-Bid Meeting

MANDATORY PRE-BID MEETING

A MANDATORY Pre-Bid Meeting will be held at 10:00 am on Wednesday, July 12, 2017 in the Public Works Conference Room, 840 W. 11th Street, Panama City, FL 32401.

Note: Bidders shall attend the pre-bid meeting. Any Bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions. All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a “Local Business”. “Local Business” is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and
2. Is the principal offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name *

C.W. Roberts Contracting, Inc.

Current Local Address *

1603 Bay Ave., Panama City, FL 32405

Is this a branch, satellite or regional office? *

Regional Office

Length of time at this address: *

15 years

If the above address has been for less than 12 months, please provide prior address

Describe the primary business functions occuring at this location on a daily basis *

This location produces asphalt, install asphalt pavement, underground utilities, grade work, trucking, estimating and payroll.

List the names of the employees at this location and list the hours worked per week by each at this location *

This location has 60 employees that work any where from 40 to 60 hours per week.

Principle Office Address (Home Office) *

1603 Bay Avenue, Panama City, Fl 32405

Length of time at this address *

5 months

If the above address has been for less than 12 months, please provide prior address: *

3372 Capital Circle Ne, Tallahassee, Fl 32308

Describe the primary business functions occurring at this location on a daily basis: *

This location produces asphalt, install asphalt pavement, underground utilities, grade work, trucking, estimating and payroll.

List the names of the employees at this location and list the hours worked per week by each at this location: *

This location has 60 employees that work any where from 40 to 60 hours per week.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

7/24/17

Bid Price

$1,415,273.18

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
101-1	Mobilization	LS	1.0000	$49,100.00	$49,100.00
102-1	Maintenance of Traffic	LS	1.0000	$41,200.00	$41,200.00
102-3	Commercial Material For Driveway Maintenance	CY	25.0000	$35.50	$887.50
104-10-3	Sediment Barrier	LF	27,941.0000	$1.40	$39,117.40
104-11	Floating Turbidity Barrier	LF	60.0000	$16.00	$960.00
110-1-1	Clearing and Grubbing	LS	1.0000	$19,343.00	$19,343.00
120-1	Regular Excavation	CY	25.0000	$67.50	$1,687.50
120-2-2	Borrow Excavation (Truck Measure)	CY	6,082.0000	$10.95	$66,597.90
286-1	Turnout Construction	SY	15.0000	$48.00	$720.00
334-1-52	Superpave Asphaltic Concrete, Type SP-9.5 (TL-B, PG 76-22 PMA) Leveling Course	TN	2,295.0000	$78.00	$179,010.00
334-1-52	Superpave Asphaltic Concrete, Type SP-9.5 (TL-B, PG 76-22 PMA) Structural Course	TN	4,289.0000	$78.00	$334,542.00
334-1-52	Superpave Asphaltic Concrete, Type SP-12.5 (TL-B, PG 76-22 PMA) Surface Course	TN	5,131.0000	$79.25	$406,631.75
536-1-1	Guardrail	LS	1.0000	$18,900.00	$18,900.00
570-1-1	Hydroseeding	SY	19,472.0000	$1.35	$26,287.20
570-1-2	Performance Turf, Sod	SY	11,591.0000	$2.65	$30,716.15
706-3	Retro-Reflective Pavement Markers	EA	522.0000	$5.30	$2,766.60
710-11-125	Painted Pvmt Mark, Std, White, Solid 24"	LF	28.0000	$5.30	$148.40
710-11-201	Painted Pvmt Mark, Std, Yellow, Solid 6"	NM	11.6400	$958.00	$11,151.12
710-11-231	Painted Pvmt Mark, Std, Yellow Skip 6"	GM	2.5300	$479.00	$1,211.87
711-15-101	Thermoplastic, Std, White, Solid 6"	NM	7.9100	$4,041.00	$31,964.31
711-11-125	Thermoplastic, Std, White, Solid 24"	LF	28.0000	$8.00	$224.00
711-15-201	Thermoplastic, Std, Yellow, Solid 6"	NM	3.7300	$4,041.00	$15,072.93
711-15-231	Thermoplastic, Std, Yellow, Skip 6"	GM	2.5300	$1,915.00	$4,844.95
Misc. 1	Bituminous Material (Emulsified Asphalt)	GA	23,923.0000	$3.20	$76,553.60

Misc. 2	Cover Material for Crack Relief Layer	SY	55,635.0000	$1.00	$55,635.00
				Total:	**$1,415,273.18**

Attachment List

17-36 cr2300 road improvements phase ii.pdf
attachment 1 pay item notes.pdf
attachment 2 special provisions.pdf
attachment 3 project plans.pdf
attachment 3 project plans.dwg
17-36 addendum 1.pdf

BID FORM

This proposal of *

C.W. Roberts Contracting, Inc.

hereinafter called "BIDDER," organized and existing under the laws of the State of *

Florida

doing business as (Insert "a corporation", "apartnership" or "an individual" as applicable) *

a corporation

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

7/24/17

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda (select + to add fields)

Addendum No. *	**Date ***
Addendum No 1	7/17/17

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

7/24/17

Required Document List

Name	Omission Terms	Submitted File
Bid Bond A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid. The original bid bond shall be delivered within 24 hours after bid opening.		executed bid bond.pdf
1 Required Document		

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed): *

Jeremy Powell

Title: *

Estimator

Date: *

7/24/17

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

Select one: *

No

Names (Click the + icon to add more)

Name:	Position:

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed): *

Jeremy Powell

Title: *

Estimator

Date: *

7/24/17

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: *

This firm complies fully with the above requirements.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed Name) *

Jeremy Powell

Title: *

Estimator

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor (Add more by clicking the + icon)

Subcontractor Name and Address: *

Turf Grass Installatin Inc, 5457 Lee Farm Blvd, Crestview, Fl 32536

Work to be performed: *

Grassing

Amount: *

$36,465.00

Subcontractor (Add more by clicking the + icon) 1

Subcontractor Name and Address: *

Emerald Coast Striping, LLC., 1901 East Avenue, Panama City, Fl. 32405

Work to be performed: *

Striping

Amount: *

$63,795.50

Subcontractor (Add more by clicking the + icon) 2

Subcontractor Name and Address: *

Acme Barricades LLC, 9800 Normandy Blvd, Jacksonville, Fl 32221

Work to be performed: *

Guardrail and MOT

Amount: *

$21,500.00

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed Name): *

Jeremy Powell

Title: *	**Date: ***
Estimator	7/24/17

BID BOND

BY THIS BOND, We, C.W. Roberts Contracting, Inc. as Principal and Western Surety Company, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of $ 5% of the amount bid for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the County a certain Bid dated July 25, 2017.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered on July 25, 2017

CORPORATE PRINCIPAL

C.W. Roberts Contracting, Inc.

By: Darryl Carpenter

Attest:

Its: Darryl Carpenter, Vice President

Seal: Jeremy Powell

Acknowledged and subscribed on July 25, 2017, before the undersigned authority by Darryl Carpenter, as the Vice President of the Corporation named as Principal and with due authorization of the Corporation.

Sheila Hawley
Notary Public

SHEILA HAWLEY
Notary Public - State of Florida
My Comm. Expires May 26, 2018
Commission # FF 126274

SURETY Western Surety Company

By: Renee Ellis
Renee Ellis, Attorney in Fact

Attest: Billie Jo Sanders
Billie Jo Sanders

Seal:

Countersigned:
By: Robert Carlos McLendon
~~Attorney-in-Fact~~, State of Florida
Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature:

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH NOTARY PUBLIC SOUTH DAKOTA SEAL

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of June, 2017.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability**.

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

Bay County Board of County Commissioners
Agenda Item Summary

County Surplus and Affordable Housing Property

DEPARTMENT MAKING REQUEST/NAME:
Offices of the County Manager and County Attorney, Ken Schnell, P.E., and Holly Melzer, Assistant County Attorney

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board: 1) Conduct a public hearing to review and discuss the list of Bay County surplus properties; 2) adopt a resolution approving the inventory of properties appropriate for use as affordable housing or for sale with proceeds going toward the purchase of land suitable for affordable housing; and 3) adopt resolutions authorizing and approving the donation of properties to the City of Mexico Beach, City of Panama City Beach, City of Callaway, City of Parker, and City of Springfield and authorize the Chairman to sign all related deeds and other instruments to effect the transactions.

AGENDA
Administration - Public Hearing

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

BACKGROUND:
Bay County Property Appraiser records indicate there are 378 parcels of land owned by Bay County not including easements. Of these, some 127 parcels are the site of county facilities, parks or beach accesses to the water. Another 111 parcels are used for stormwater and utility operations.

County staff along with the County Attorney's office and Finance office have worked together in vetting this list of property to identify which properties are required for county use and which properties are surplus to our needs. The GIS Division has collected, cataloged and recorded in GIS map layers, these properties by category. County staff along with the County Attorneys have also culled from the list those properties that should belong to the municipalities in support of their government functions and action taken to transfer these parcels has been initiated (Exhibit 1). The Master Bay County Property List is a fluid document with parcels being added or removed regularly during a normal calendar year. The County Property inventory will be managed by the Public Works Engineering Division who in coordination with the GIS Division will update the property inventory annually. The result of this collective effort has produced a list of properties to be added to the County's existing list of surplus properties (Exhibit 2). From this inventory of surplus properties, four parcels have been identified as appropriate for affordable housing use and are recommended to be added to the affordable housing inventory (Exhibit 3).

In accordance with Florida Statute 125.379 and Bay County Code 2-145 the Board of County Commissioners is required to conduct a public hearing to review and approve the inventory of property appropriate for use as affordable housing and adopt a resolution that includes that inventory (Exhibit 4).

Pursuant to Florida Statute 125.38 and Bay County Code 2-143(b)(4), the Board of County Commissioners is also required to adopt resolutions finding that the properties identified in Exhibit 1 are surplus to the County's use and such properties are required for use by the respective municipalities (Composite Exhibit 5).

ATTACHMENTS:

Description	Type
Exhibit 1 - Properties recommended for transfer to Municipalities	Exhibit
Exhibit 2 - Surplus Properties	Exhibit
Exhibit 3 - Affordable Housing Properties	Exhibit
Exhibit 4 - Resolution Approving Inventory of Surplus Properties Appropriate for Use as Affordable Housing	Exhibit
Composite Exhibit 5 - Resolution Declaring Certain Property in the City of Callaway Surplus....	Exhibit
Composite Exhibit 5 - Resolution Declaring Certain Property in the City of Springfield Surplus....	Exhibit
Composite Exhibit 5 - Resolution Declaring Certain Property in the City of Parker Surplus....	Exhibit
Composite Exhibit 5 Mexico Beach	Exhibit
Composite Exhibit 5 Panama City Beach	Exhibit

Exhibit 1: Properties recommended for transfer to Municipalities

Parcel Number	Site Address	Acres	Transfer To:
06062-030-000	211 KIMBREL AVE N	0.06	Callaway
06505-010-000	NELLE ST	0.05	Callaway
06778-042-000	CHIPEWA ST	0.01	Callaway
06990-200-190	611 DIAMONTE CIR	0.39	Callaway
06997-009-000	LAKESIDE DR	0.06	Callaway
07062-049-000	LAKE DR	0.07	Callaway
07205-010-000	F RD	0.02	Callaway
07214-079-000	1604 KIMBREL AVE S	0.06	Callaway
07378-010-000	BOAT RACE RD	0.04	Callaway
07378-012-000	BERTHE AVE S	0.07	Callaway
24440-010-000	4TH ST	0.06	Callaway
04129-020-000	HWY 98	0.07	Mexico Beach
04141-000-000	HWY 98	0.82	Mexico Beach
04189-000-000	HWY 98	5.91	Mexico Beach
04794-010-000	HWY 98	1.00	Mexico Beach
33729-000-000	300 LAKEVIEW CIR	0.41	Panama City Beach
15180-015-000	BETTY LN	0.03	Springfield
23383-002-000	145 EVERITT AVE	0.06	Springfield
07213-010-000	TYNDALL PKWY S	0.04	Parker
24954-001-000	CHERRY ST	0.03	Parker
24992-002-000	LAKE DR	0.12	Parker
25575-020-000	MORRIS DR	0.20	Parker
25790-020-000	STRATFORD AVE	0.03	Parker
25792-007-000	BRANNON PL	0.06	Parker
25934-010-000	1139 WEST ST	0.02	Parker
26094-010-000	1352 STRATFORD AVE	0.01	Parker
BK858/PG68 less PIN25779-000-000	SEWER GRAVITY MAIN CONNECTING BOAT RACE RD TO P-14	0.60	Parker

Exhibit 2: Surplus Properties

Previously Declared Surplus

Parcel Number	Site Address	Acres
01289-000-000	ORCHID LN	0.99
01359-000-000	1ST ST	0.15
01365-000-000	1ST ST	0.16
01366-000-000	22 1N 12W	0.16
01405-000-000	OLIVIA ST	0.16
01750-000-000	EVERGREEN ST	0.15
01843-000-000	CAMELLIA ST	0.15
01913-000-000	11910 IVYDELL ST	0.16
02157-000-000	22 1N 12W	0.16
02185-000-000	MAGNOLIA ST	0.16
02192-000-000	NANDINA ST	0.16
02237-000-000	LAUREL ST	0.16
02251-000-000	LAUREL ST	0.16
03406-000-000	36 2N 12W	0.15
05288-655-010	8803 STORK LN	1.13
06248-000-000	6TH ST	0.10
13893-000-000	31 3S 14W	0.09
16489-000-000	BONITA AVE N	0.24
22710-000-000	ELM AVE	0.08
22760-000-000	7TH ST E	0.14

Recommended to be Declared Surplus

Parcel Number	Site Address	Acres
01336-000-000	RAILROAD AVE	0.15
12277-000-000	LAFAYETTE RD	0.00
17051-000-000	818 10TH CT	0.13
22916-000-000	EAST AVE	0.02
23371-000-000	POSTON AVE N	0.14
23498-000-000	KILBOURN AVE	0.08
23759-000-000	3114 4TH ST E	0.20
23865-000-000	211 SPRINGFIELD AVE	0.17
24477-000-000	HWY 22	0.05
24919-001-005	5424 LAKEWOOD AVE N	0.29
26996-000-000	23RD ST	0.05

Exhibit 3: Affordable Housing Properties

Previously Identified and available for use for Affordable Housing

Parcel Number	Site Address	Acres	Condensed Legal Description	Improvements
06248-000-000	6TH ST	0.10	7 4S 13W ST A B DEV CO PLAT BEG 150' E & 135' N OF SW COR LOT #21 TH N 50' E 85' S 50' W85' TO BEG LOT 9 GOLDEN'S 1ST ADD(CIR. CT. CASE #70-1288) -185 - 131C2-	Vacant
16489-000-000	BONITA AVE N	0.24	4 4S 14W -28- 69A BEG 130' N &30' E OF SW COR OF E1/2 OF N1/2 OF NE1/4 OF SW1/4 OFNE1/4TH 60' N, E 138' S 60' W 138' TO BEG AS PER ORB 134 P 217 CH. ORDER BK 13 P 419	Improved
22760-000-000	7TH ST E	0.14	EMMONS ADD LOTS 17,18 LESS 481/2' OFF EACH END BLK 4 MAP 105D2	Vacant

Recommended to add to list as available for use for Affordable Housing

Parcel Number	Site Address	Acres		
17051-000-000	818 10TH CT	0.13	GLENWOOD ADD. LOT 2 BLK 5 MAP 105B4	Vacant
23759-000-000	3114 4TH ST E	0.20	SPRINGFIELD PLAT (17.2) 118C2 LOTS 17,18 LESS E 173.65' ORB 3553 P 1141 BLK A MAP 118C2	Vacant
23865-000-000	211 SPRINGFIELD AVE	0.17	SPRINGFIELD PLAT LOT 3 BLK 12 ORB 3852 P 2148	Improved

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, APPROVING THE INVENTORY OF SURPLUS PROPERTIES APPROPRIATE FOR USE AS AFFORDABLE HOUSING.

WHEREAS, Pursuant to Florida Statute 125.379 and Bay County Code 2-145, the County shall prepare an inventory list of all real property within its jurisdiction to which the County holds fee simple title that is appropriate for use as affordable housing and adopt by resolution an inventory list of such property; and

WHEREAS, Florida Statute 125.379 and Bay County Code 2-145 allow for the lands on the inventory list to be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing; and

WHEREAS, the Board of County Commissioners of Bay County has today reviewed the inventory list at an advertised public hearing.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of Bay County, Florida hereby determines that the surplus properties listed on Exhibit "A" are appropriate for the development of affordable housing and approves the inventory list attached hereto.

DULY PASSED AND ADOPTED this 15th day of August, 2017.

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of Court

Approved as to form:

_____
County Attorney's Office

Exhibit A				
Previously Identified and available for use for Affordable Housing				
Parcel Number	**Site Address**	**Acres**	**Condensed Legal Description**	**Improvements**
06248-000-000	6TH ST	0.10	7 4S 13W ST A B DEV CO PLAT BEG 150' E & 135' N OF SW COR LOT #21 TH N 50' E 85' S 50' W85' TO BEG LOT 9 GOLDEN'S 1ST ADD(CIR. CT. CASE #70-1288) -185 - 131C2-	Vacant
16489-000-000	BONITA AVE N	0.24	4 4S 14W -28- 69A BEG 130' N &30' E OF SW COR OF E1/2 OF N1/2 OF NE1/4 OF SW1/4 OFNE1/4TH 60' N, E 138' S 60' W 138' TO BEG AS PER ORB 134 P 217 CH. ORDER BK 13 P 419	Improved
22760-000-000	7TH ST E	0.14	EMMONS ADD LOTS 17,18 LESS 481/2' OFF EACH END BLK 4 MAP 105D2	Vacant
Recommended to add to list as available for use for Affordable Housing				
Parcel Number	**Site Address**	**Acres**		
17051-000-000	818 10TH CT	0.13	GLENWOOD ADD. LOT 2 BLK 5 MAP 105B4	Vacant
23759-000-000	3114 4TH ST E	0.20	SPRINGFIELD PLAT (17.2) 118C2 LOTS 17,18 LESS E 173.65' ORB 3553 P 1141 BLK A MAP 118C2	Vacant
23865-000-000	211 SPRINGFIELD AVE	0.17	SPRINGFIELD PLAT LOT 3 BLK 12 ORB 3852 P 2148	Improved

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY IN THE CITY OF CALLAWAY SURPLUS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A COUNTY DEED CONVEYING SUCH PROPERTY TO THE CITY OF CALLAWAY.

WHEREAS, the City of Callaway, (the "City"), is interested in owning the properties described in **Exhibit 1** attached hereto and incorporated herein (the "Properties") due to the City's ownership of the lift stations occupying the Properties; and

WHEREAS, the County has determined that the Properties are surplus to the County's needs; and

WHEREAS, Florida Statute §125.38 and Bay County Code §2-143(b)(4) provide that the Board may convey any real property which it owns to any municipality upon request if it determines that the property is required for the expressed purposes and the Board does not need the property for County purposes; and

WHEREAS, in order to complete such a conveyance, the Board must set out in a resolution the facts of the request being made, the purpose for which the property is being used and the price to be paid.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, THAT:

1. **Background.** The facts set forth in the recitals are true and correct and are hereby incorporated within this resolution.

2. **Board's Interest.** The Properties are not needed by the Board for County purposes and the Properties are required for the City's use.

3. **Price.** The City will pay the Board ten dollars ($10) for the Board's interest in the Properties.

4. **Authorization.** The Chairman is authorized to sign all instruments to effect the transaction.

5. **Effectiveness.** This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Bay County, Florida, on this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney

EXHIBIT 1

Parcel 06062-030-000

That part of the East Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 7, Township 4 South, Range 13 West lying and being within the following described property: Commence at the Southeast Corner of the Southwest Quarter of Section 7, Township 4 South, Range 13 West, Bay County, Florida. Thence North 0° 26' 05" West for 1440.19 feet; thence South 88° 50' 09" West for 41.94 feet to the Point of Beginning. Thence continue South 88° 50' 09" West for 50.00 feet; thence North 1° 09' 51" West for 49.00 feet; thence North 88° 50 '09" East for 50.00 feet; thence South l° 09' 51" East for 49.00 feet to the Point of Beginning.

Parcel 06505-010-000

Commence at the Southwest corner of Block D, Bayou Estates, according to the plat recorded in Plat Book 12, Page 9, in the public records of Bay County, Florida. Thence North 5*34'30" East along the West line of said Block D for 360.63 feet; thence South. 77°58'38" West for 59.91 feet to the Point of Beginning. Thence South 82°02'18" West for 15.00 feet; thence North 7°57'42" West for 50.00 feet; thence South 7'57'42" East for 50.00 feet; thence North 82*02'18" East for 50.00 feet; thence South 82°02'18" West for 35.00 feet to the Point of Beginning.

Parcel 06778-042-000

Begin at the Northeast corner of Lot 13, Block B, Baxter Subdivision, according to the plat recorded in Plat Book 11, page 99 in the public records of Bay County, Florida. Thence South 0'04'44" East along the East line of said Lot 13 for 25 feet; thence South 89°55'22" West for 25 feet; thence North 0°04'44" West for 25 feet to the North line of said Lot 13; thence North 89°55'22" East along said North line for 25 feet to the Point of Beginning.

Parcel 06997-009-000

Commence at the Northwest corner of Lot 1, Block B, Imperial Oaks, according to the plat recorded in Plat Book 12, pages 4 and 4A in the public records of Bay County, Florida. Thence South 89'37'18" East along the North line of said Lot 1 for 104.20 feet to the Point of Beginning. Thence North 00°22'42" East for 50.00 feet; thence South 89°37'18" East for 50.00 feet; thence South 00°22'42" West for 50.00 feet; thence North 89°37' 18" West for 50.00 feet to the Point of Beginning.

Parcel 07062-049-000

That part of: Lot Twenty-one (21), Block "B," Imperial Oaks, a subdivision in Bay County, Florida, recorded in Plat Book 12, Page 4 of the Public Records of Bay County, Florida, lying and being within: Commence at the Southeast Corner of Lot 21, Block "B," Imperial Oaks, according to the plat recorded in Plat Book 12, Pages 4 and 4A in the Public Records of Bay County, Florida. Thence North 88°48'48" West along the South line of said Lot 21 for 15 feet to the Point of Beginning. Thence continue North 88"48'48" West along *said* South line for 50 feet: thence: North 1°35'06" East parallel with the East line of said Lot 21 for 50 feet: thence South 88'48'48" East parallel with the south line of said Lot 21 for 50 feet; thence South 1°35 06" West parallel with the East line of said Lot 21 for 50 feet to the Point of Beginning.

Parcel 07205-010-000

Commence at the Northwest corner of Section 19, Township 4 South, Range 13 West, Bay County, Florida. .Thence South 89° 24'52" East along the North line of said section 19 for 816.01 feet; thence South 1°03'46" West for 959.36 feet; thence South 1°45'52" East for 359.54 feet; thence North 89°40'02" West for 8.17 feet to the Point of Beginning. Thence continue North 89°40'02" West for 30.00 feet; thence South 0°19'58" West for 30.00 feet; thence South 89°40'02" East for 30.00 feet; thence North 0°19'58" East for 30.00 feet to the Point of Beginning.

Parcel 07378-010-000

Commence at the Northwest corner of Section 20, Township 4 South, Range 13 West, Bay County, Florida. Thence South 68°35'16" East along the North line of said Section 20 for 2437.34 feet; thence South 1°24'44" West for 47.60 feet to the Point of Beginning. Thence South 88°35'16" East for 30.00 feet; thence South 1°24'44" West for 50.00 feet; thence North 88°35'16" West for 30.00 feet; thence North 1°24'44" East for 50.00 feet to the Point of Beginning.

Parcel 07378-012-000

That part of Original United States Government Survey, Lot 2 of Section 20, Township 4 South, Range 13 West, Bay County, Florida, lying within the following described parcel: Commence at the Northwest corner of Section 20, Township 4 South, Range 13 West, Bay County, Florida. Thence South 0°35'57" West along the West line of said Section 20 for 2590.00 feet; thence South 89°24'03" East for 30.00 feet to the Point of Beginning. Thence continue South 89°24'03" East for 50.00 feet; thence South 0°35'57" West for 50.00 feet; thence North 89°24'03" West for 50.00 feet; thence North 0°35'57" East for 50.00 feet to the Point of Beginning.

Parcel 07214-079-000

Commence at the Northeast corner of Section 19, Township 4 South, Range 13 West, Bay County, Florida. Thence South 0°35'56" West along the East line of said Section 19 for 2640.00 feet to the center line of Wallace Road; thence North 89°04'29" West along said center line of Wallace Road for 2671.61 feet to the center line of Kimbrel Avenue; thence South 1°15'55" West along said center line of Kimbrel Avenue for 2075.37 feet; thence North 88°44'05" West for 30.00 feet to the East right of way line of said Kimbrel Avenue for the Point of Beginning. Thence South 1°15'55" West along said East right of way line for 50.00 feet; thence North 88°44'05" West for 50.00 feet; thence North 1°15'55" East for 50.00 feet; thence South 88°44'05" East for 50.00 feet to the Point of Beginning.

Parcel 24440-010-000

Commence at the Southwest corner of the Northeast quarter of Section 12, Township 4 South, Range 14 West, Bay County, Florida. Thence South 89°05'3" East along the South line of said Northeast quarter for 660.00 feet; thence North 00°06'58" East parallel with the West line of said Northeast quarter for 610.00 feet to the Point of Beginning. Thence continue North 00°06'58" East for 50.00 feet; thence North 89°05'34" West for 50.00 feet; thence South 00°06'58" West for 50.00 feet; thence South 89°05'34" East for 50.00 feet to the Point of Beginning.

06990-200-190

THAT CERTAIN PARCEL OF LAND, SITUATED WITHIN THE PLAT OF PLANTATION HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 31 AND 32 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, DESIGNATED AS "LIFT STATION EASEMENT"; SAID PARCEL BEING A 20 FOOT BY 20 FOOT PORTION OF PROPERTY SITUATED WITHIN THE "STORMWATER RETENTION AREA" LOCATED IN THE SOUTHEAST CORNER OF SAID PLAT, CONTAINING 400 SQUARE FEET, MORE OR LESS.

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY IN THE CITY OF SPRINGFIELD SURPLUS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A COUNTY DEED CONVEYING SUCH PROPERTY TO THE CITY OF SPRINGFIELD.

WHEREAS, the City of Springfield, (the "City"), is interested in owning the properties described in **Exhibit 1** attached hereto and incorporated herein (the "Properties") for public use; and

WHEREAS, the County has determined that the Properties are surplus to the County's needs; and

WHEREAS, Florida Statute §125.38 and Bay County Code §2-143(b)(4) provide that the Board may convey any real property which it owns to any municipality upon request if it determines that the property is required for the expressed purposes and the Board does not need the property for County purposes; and

WHEREAS, in order to complete such a conveyance, the Board must set out in a resolution the facts of the request being made, the purpose for which the property is being used and the price to be paid.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, THAT:

1. **Background.** The facts set forth in the recitals are true and correct and are hereby incorporated within this resolution.

2. **Board's Interest.** The Properties are not needed by the Board for County purposes and the Properties are required for the City's use.

3. **Price.** The City will pay the Board ten dollars ($10) for the Board's interest in the Properties.

4. **Authorization.** The Chairman is authorized to sign all instruments to effect the transaction.

5. **Effectiveness.** This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Bay County, Florida, on this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney

EXHIBIT 1

Parcel 15180-015-000

Commence at the Northwest corner of the Northeast Quarter of Section 2, Township 4 South, Range 14 West, Bay County, Florida. Thence North 89'58'28" East along the North line of said Section 2 for 1825.30 feet; thence South 0'01'32" East for 825.35 feet to the Point of Beginning. Thence continue South 0°01'32" East for 30.00 feet; thence South 89'58'28" West for 50.00 feet; thence North 0'01'32" West for 30.00 feet; thence North 89'58'28" East for 50.00 feet to the Point of Beginning.

Parcel 23383-002-000

Commence at the Southwest corner of Section 11, Township 4 South, Range 14 West, Bay County, Florida. Thence South 89° 09' 15" East along the South line of said Section 11 for 1253.16 feet, thence North 1°05'20" East for 906.93 feet, thence North 89° 12' 47" West for 30.00 feet to the West right of way line of Everitt Avenue for the Point of Beginning. Thence North 1' 05' 20" East along said West right of way line for 50.0 feet; thence North 89° 12' 47" West for 50.00 feet, thence South 1° 05' 20" West for 50.00 feet, thence South 89° 12' 47" East for 50.00 feet to the Point of Beginning.

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY IN THE CITY OF PARKER SURPLUS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A COUNTY DEED CONVEYING SUCH PROPERTY TO THE CITY OF PARKER.

WHEREAS, the City of Parker, (the "City"), is interested in owning the properties described in **Exhibit 1** attached hereto and incorporated herein (the "Properties") due to the City's ownership of the lift stations occupying the Properties; and

WHEREAS, the County has determined that the Properties are surplus to the County's needs; and

WHEREAS, Florida Statute §125.38 and Bay County Code §2-143(b)(4) provide that the Board may convey any real property which it owns to any municipality upon request if it determines that the property is required for the expressed purposes and the Board does not need the property for County purposes; and

WHEREAS, in order to complete such a conveyance, the Board must set out in a resolution the facts of the request being made, the purpose for which the property is being used and the price to be paid.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, THAT:

1. **Background.** The facts set forth in the recitals are true and correct and are hereby incorporated within this resolution.

2. **Board's Interest.** The Properties are not needed by the Board for County purposes and the Properties are required for the City's use.

3. **Price.** The City will pay the Board ten dollars ($10) for the Board's interest in the Properties.

4. **Authorization.** The Chairman is authorized to sign all instruments to effect the transaction.

5. **Effectiveness.** This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Bay County, Florida, on this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney

EXHIBIT 1

Lying within a 20 feet parcel having the following described center line: Commence at the Northwest corner of the Northeast Quarter of Section 24, Township 4 South, Range 14 West, Bay County, Florida. Thence South 89° 52'10" East along the North line of said Northeast Quarter for 1022.74 feet; thence South 8°43'54" East for 102.84 feet to the South right of way line of U. S. Highway 98 for the Point of Beginning. Thence continue South 8°43'54" East for 257.11 feet; thence South 25°16'16" West for 365.20 feet; thence South 84°26'54" West for 84.82 feet; thence South 0°39'44" East for 755.15 feet to the terminus of said parcel.

Parcel 07213-010-000

Commence at the Northwest corner of Section 19, Township 4 South, Range 13 West, Bay County, Florida. Thence South 0°11'50" West along the West line of said Section 19 for 2097.87 feet; thence North 88°54'43" East for 135.62 feet to the East right of way line of U.S. 98 for the Point of Beginning. Thence continue North 88°54'43" East for 50.00 feet; thence North 01°05'17" West for 35.00 feet; thence South 88'54'43" West for 50.00 feet-to said East right of way line; thence Southerly along said right of way line for 35.00 feet to the Point of Beginning.

Parcel 24954-001-000

Commence at the Northeast corner of Section 13, Township 4 South, Range 14 West, Bay County, Florida. Thence South 89°50'54" West along the North line of said Section 13 for 660.23 feet to the East line of Lot 16, Block E, William L. Wilson's Plat of the North half of Section 13, Township 4 South, Range 14 West; Thence South 0'00'49" West along said East line for 172.89 feet to the Point of Beginning. Thence continue South 0'00'49" West for 30.00 feet; Thence North 89° 59'11" West for 50.00 feet; Thence North 0'00'49" East for 30.00 feet; Thence South 89°59'11" East for 50.00 feet to the Point of Beginning.

Parcel 25790-020-000

Commence at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 4 South, Range 14 West, Bay County, Florida. Thence South for 132 feet; thence West for 421 feet to the Point of Beginning. Thence ' continue West for 30 feet; thence North for 50 feet; thence East for 30 feet; thence South for 50 feet to the Point of Beginning.

Parcel 25934-010-000

Begin at the Southwest corner of Lot 93, Map of Parker, according to the plat recorded in Plat Book 5, page 2 in the public records of Bay County, Florida. Thence North along the West line of said Lot 93 for 25 feet; thence East at a right angle for 25 feet; thence South at a right angle for 25 feet; thence West at a right angle for 25 feet to the Point of Beginning.

Parcel 24992-002-000

Commence at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 13, Township 4 South, Range 14 West, Bay County, Florida. Thence North 0°03'37" West for 25.00 feet to the Point of Beginning. Thence continue North 0'03'37" West for 50.00 feet; thence North 89'56'23" East for 50.00 feet; thence South 0'03'37" East for 50.00 feet; thence South 89'56'23" West for 50.00 feet to the Point of Beginning.

Parcel 25575-020-000

Commence at the Point of Intersection of the Eastern right of way line of U. S. Highway 98 and the Northern boundary line of Lot 4, Block 9, of the Hinson and Blackman Plat as filed in the office of the Clerk of Circuit Court of Bay County, Florida, and thence run South 89°32'40" East along said Northern boundary line for 171.76 feet to the POINT OF BEGINNING. Thence South 14°00'53" West for 115.59 feet to the centerline of Morris Drive; thence South 80°43'17" East along said centerline for 68.66 feet; thence North 21°16'43" East for 116 feet, more or less, to the waters of Martin Lake; thence Northwesterly along said waters of Martin Lake for 28.54 feet, more or less, to a point that is South 89°32'40" East of the Point of Beginning; thence North 89°32'40" West for 57.38 feet, more or less, to the Point of Beginning. Said lands being a part of Block 9, of said Hinson and Blackman Plat and being subject to any easements or rights of way of record along Morris Drive.

Parcel 26094-010-000

Begin at the Southwest corner of Lot 13, Block 2, Second Amendment to Plat of Point Donaldson, according to the plat recorded in Plat Book 7, page 56 in the public records of Bay County, Florida. Thence East along the South line of said Lot 13 for 25.00 feet: thence North parallel with the West line of said Lot 13 for 25.00 feet; thence West parallel with the South line of said Lot 13 for 25.00 feet to the West line of said Lot 13: thence South along said West line for 25.00 feet to the Point of Beginning.

Parcel 25792-007-000

A parcel running ten (10) feet along the northern and southern boundaries and two hundred sixty—four (264) feet along the eastern and western boundaries, said parcel being the easterly ten feet of that certain parcel commencing at a point which is two (2) chains South of the Southeast Corner of the Northwest quarter of the Northeast quarter of Section 24, Township 4 South, Range 14 West, and run thence West for a distance of 472.8 feet for the point of beginning; run thence West for a distance of 325.8 feet; run thence North 25° East for a distance of 291.2 feet; run thence East for a distance of 200 feet; run thence South for a distance of 264 feet to the point of beginning, said easterly ten (10) feet running the entire two hundred sixty—four (264) feet along the eastern boundary.

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY IN THE CITY OF MEXICO BEACH SURPLUS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A COUNTY DEED CONVEYING SUCH PROPERTY TO THE CITY OF MEXICO BEACH.

WHEREAS, the City of Mexico Beach, (the "City"), is interested in owning the properties described in **Exhibit 1** attached hereto and incorporated herein (the "Properties") for public use; and

WHEREAS, the County has determined that the Properties are surplus to the County's needs; and

WHEREAS, Florida Statute §125.38 and Bay County Code §2-143(b)(4) provide that the Board may convey any real property which it owns to any municipality upon request if it determines that the property is required for the expressed purposes and the Board does not need the property for County purposes; and

WHEREAS, in order to complete such a conveyance, the Board must set out in a resolution the facts of the request being made, the purpose for which the property is being used and the price to be paid.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, THAT:

1. **Background.** The facts set forth in the recitals are true and correct and are hereby incorporated within this resolution.

2. **Board's Interest.** The Properties are not needed by the Board for County purposes and the Properties are required for the City's use.

3. **Price.** The City will pay the Board ten dollars ($10) for the Board's interest in the Properties.

4. **Authorization.** The Chairman is authorized to sign the County Deed attached hereto as **Exhibit 2** and all other instruments to effect the transaction.

5. **Effectiveness.** This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Bay County, Florida, on this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney

EXHIBIT 1

Parcel 04794-010-000

Unit Number Nine (9) of Mexico Beach, Bay County, Florida, all lands Southwesterly of Blocks One (1) and Two (2) between Highway 98 and the Gulf according to an official plat on file in the Office of the Clerk of the Circuit Court of Bay County, Florida.

Parcel 04189-000-000

Commence at the Northern most corner of Lot 10, Block 11, Unit No. 1, Mexico Beach Subdivision, according to an official plat thereof on file in the Office of the Clerk of Circuit Court, Bay County, Florida, and run in a Southwesterly direction along the Northwest boundary of said Lot 10 for a distance of 150 feet; thence continue the above described line in a Southwesterly direction to the mean highwatcr line of the Gulf of Mexico for the POINT OF BEGINNING; thence retrace the line last above described to a point of intersection between said line and the South right-of-way line of U. S. Highway 98; thence run in a Southeasterly direction along the South right-of-way line of U. S. Highway 98 for a distance of 3,275 feet; thence turn 90^{e} right and run in a Southwesterly direction to the highwater line of the Gulf of Mexico; thence meander the shoreline of the Gulf of Mexico in a Northwesterly direction back to point of beginning.

Parcel 04129-020-000

The West one-half of the area designated as "Park", adjacent to Block "H", Mexico Beach Unit No. 4, as per the plat thereof as recorded in Plat book 7, Page 30, of the public records of Bay County, Florida.

Parcel 04141-000-000

Begin at the point of intersection of the Southerly R/W line of U.S. 98 and the easterly line of lot I, Blk. 8 Mexico Beach Unit #3, Revised, as per Plat Book 7, Page 31, Bay County Records, in Sec 23, T6S, R12W; Thence run S 49 degrees 58 minutes E for a distance of 112.88 feet; thence run S 51 degrees 18 seconds E for a distance of 187.11 feet: thence run S 38 degrees 42 minutes W to the mean high water line of the

Gulf of Mexico; thence run northwesterly along said mean high water line to intersection of said line with the easterly line extended of lot 1, Blk. 8, Mexico Beach Unit #3, revised, PB 7, page 31, thence run along said easterly line extended to said easterly line; thence run along said easterly line to the intersection of said line with the southerly R/W line of U.S.98 for the Point of Beginning. It is understood and agreed that this property will be developed by the County with recreational and boating facilities.

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY IN THE CITY OF PANAMA CITY BEACH SURPLUS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A COUNTY DEED CONVEYING SUCH PROPERTY TO THE CITY OF PANAMA CITY BEACH.

WHEREAS, the City of Panama City Beach, (the "City"), is interested in owning the properties described in **Exhibit 1** attached hereto and incorporated herein (the "Properties") for public use; and

WHEREAS, the County has determined that the Properties are surplus to the County's needs; and

WHEREAS, Florida Statute §125.38 and Bay County Code §2-143(b)(4) provide that the Board may convey any real property which it owns to any municipality upon request if it determines that the property is required for the expressed purposes and the Board does not need the property for County purposes; and

WHEREAS, in order to complete such a conveyance, the Board must set out in a resolution the facts of the request being made, the purpose for which the property is being used and the price to be paid.

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2. **Board's Interest.** The Properties are not needed by the Board for County purposes and the Properties are required for the City's use.

3. **Price.** The City will pay the Board ten dollars ($10) for the Board's interest in the Properties.

4. **Authorization.** The Chairman is authorized to sign all instruments to effect the transaction.

5. **Effectiveness.** This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Bay County, Florida, on this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of County Attorney

EXHIBIT 1

Parcel 33729-000-000

Lots 1 & 2, block 4, Lakeside By The Gulf recorded in Plat Book 9, page 73.

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-082 Small Scale Amendment Public Hearing - Laird Street

DEPARTMENT MAKING REQUEST/NAME:
Community Development - Ian Crelling, Planning Manager

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board to conduct a legislative public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 17-082. Located at 7220 Laird Street, in the unincorporated Panama City Beach area. **(District V)**

AGENDA
Community Development - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
On July 20, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Andrew Redmond to change the Future Land Use Map designation of a 1.2 acre parcel from Residential to General Commercial **(Exhibit 1)**. The subject property is located at 7220 Laird Street, in the unincorporated Panama City Beach area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed land use change consistent with the Bay County Comprehensive Plan.

The subject property is surrounded on three sides by general commercial land use designations. The current uses of these properties reflect these land use designations. The property is directly adjacent to a commercial park to the north, while general office use exists to the east. The applicant also owns the storage yard located to south and has stated that the intended use is to expand that particular use.

The designation criteria for General Commercial is stated in the Comprehensive Plan as "existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential, mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes." The subject property meets all elements of these criteria.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance (**Exhibit 2**).

ATTACHMENTS:

Description	Type
Application - Exhibit 1	Exhibit
Ordinance - Exhibit 2	Exhibit
Map w/ Legend	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: July 20, 2017
Application No.: PZ 17-082 Small-Scale Amendment

Applicant: Andrew Redmond
Owner: Sea Biz of PCB, LLC
Appraiser's Parcel Number: 27921-686-000

Project Description: The applicant is requesting an approval of a Small Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of a 1.2 acre parcel from Residential to General Commercial.

Project Location: The property is located at 7220 Laird Street, in the unincorporated area of Panama City Beach (District V).

Parcel Information

Parcel Size:	1.2+/- acres
Land Use Designation:	Residential
Zoning:	"R-3" Duplex, Triplex and Quadraplex
Existing Land Use:	Vacant Residential
Surrounding Land Uses:	North: Commercial Park; East: Commercial Office; South: Commercial Storage Yard & Multi-Family; West: Single-Family Residential
Project Site Access:	Laird Street
Service Area:	Urban and Beaches Special Treatment Zone

Analysis & Discussion

The applicant is proposing to change the land use designation of a 1.2 acre parcel from Residential to General Commercial. As provided for by Section 308 of the Bay County Land Development Regulations, this application is accompanied by a request to change the zoning of the property from "R-3" to the "C-4" Research and Design zone district (Application No. PZ17-083).

The General Commercial land use designation and accompanying "C-4" zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office, testing laboratories, research and development services, and similar uses.

Table 3A of the Comprehensive Plan allows the General Commercial land use category in the Urban Service Area. The purpose of the designation is to "provide areas for the continuation, expansion, and creation of business enterprise".

The subject property is surrounded on three sides by general commercial land use designations. The current uses of these properties reflect these land use designations. The property is directly adjacent to a commercial park to the north, while general office use exists to the east. The applicant also owns the storage yard located to south and has stated that the intended use is to expand that particular use.

The designation criteria for General Commercial is stated in the Comprehensive Plan as "existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential , mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes". The subject property meets all elements of these criteria.

Staff Recommendation

It is therefore, recommended, that the Commission:

1. Find the proposed Small Scale Amendment to the Bay County Future Land Use Map, Application No. PZ 17-082, consistent with the Comprehensive Plan, and
2. Forward a recommendation to the Board of County Commissioners to approve the proposed land use change from Residential to General Commercial.

Print Form

Bay County Application to Amend the Future Land Use Map of the Comprehensive Plan

RECEIVED
JUN 12 2017
BAY COUNTY
PLANNING AND ZONING

FILE NO. PZ17-082 **DATE RECEIVED:**

Applicant Information

Owners name:	SeaBiz of PCB, LLC	**Authorized agent:**	
Mailing address	7211 Lagoon Dr Panama City Bch FLA	**Mailing address**	
E-mail:	redmond478@yahoo.com	**E-mail:**	
Telephone:	850-258-5737	**Telephone:**	
FAX:		**FAX:**	

Attach a letter from the property owner granting authorization if agent is submitting application.

Requested Amendment

Change From: ~~Multiple Family Residential~~ To: General commerical

Existing land use designation Proposed land use designation

Property Information

Address/location of proposed amendment site:	7220 Laird St Panama City Bch, Fl 32408 Northern End of Property
Property ID number(s):	27921-686-000
Acreage of site:	1.182 Acres

A legal description must be attached in order for the application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for the application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

An Environmental Analysis may be required for amendments currently designated "Conservation" on the FLUM.

Review Fee Attached:

1. Large Scale Amendment (greater than 10 acres) $2,720: ____
2. Small Scale Amendment (less than or equal to 10 acres) $1,450: X

Site Information
Please provide the following items along with your completed application.

- A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).
- A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).
  - Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.
  - North direction arrow.
  - Township, Range, and Section
  - Dimensions of the site (length, width, etc.) in linear feet.
  - Size of the site in square feet or acres.
  - The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.

Justification and Consistency with the Comprehensive Plan

Explain the reasons for requesting the amendment which support why the proposed Future Land Use Map is necessary and consistent with the Comprehensive Plan. Cite specific policies furthered by the proposed amendment, and attach additional pages as needed.

To expand my existing storage facility

There will not be any access to Kingman street from this property

Proposed Development

Describe the type of development proposed for the site. For residential amendments include the type and number of residential units.

Land used to continue the RV Boat and Trailer storage already established on the southern portion of the owners land.

H) Facility Capacity Analysis

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. Water and Sewer Service:

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Panama City Bch	N/A	0	0
Private well (s) 0			

Current potable water demand of site under existing designation: 0 gpd

Anticipated potable water demand if amendment is approved: 0 gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
Panama City Bch	N/A	0	0
Septic tanks or other individual on-site systems 0			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: 0 gpd

Anticipated wastewater demand if amendment is approved: 0 gpd

Note: If potable water and sewage disposal is to be through a provider other than BayCounty, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. Stormwater: Describe how stormwater will be controlled and treated:

On Site Retention

3. Transportation: Use professionally acceptable methodology to determine the impacts of the proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008.6 and 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips

Road segment	Existing LOS	Projected LOS	Acceptable LOS

In which hurricane evacuation zone(s) does the subject property occur:

_____ Tropical storm _____ Category 1 hurricane _____ Category 2 hurricane

_____ Category 3 hurricane _____ Category 4-5 hurricane _____ N/A

Natural Resources

Identify any of the following natural resources or features present on or adjacent to the subject property. An Environmental Analysis and/or Habitat Management Plan may be required for subject properties which are located within currently designated "Conservation Zones" or "Ecosystem Management Areas" by the Comprehensive Plan.

Natural Resources	Yes	No
Flood zones present:		X
Type and Map #	X	
Rivers, creeks, streams:		
Identify:	N/A	
Bays, bayous, lakes:		
Identify:	N/A	
Wetlands:		
Identify:	None	
Gulf Beach/Dunes		
Deer Point Lake Protection Zone		
Setbacks or control lines		
Attach a list of soil types present and their suitability for dwellings, roads, septic tanks, crops, and pasture (Soil Survey of Bay County, Florida)		

Describe actions or measures that will be taken to protect natural resources from the impact of development (attach additional pages if necessary).

Historic/Archaeological Resources

The State of Florida Master Site File, as published by the Florida Department of State, Division of Historical Resources, must be utilized to identify the possibility of such resources occurring on the subject property. To obtain a letter from the Department, call (850) 487-2333.

Compatibility with Surrounding Land Uses

Adjacent zoning districts		Adjacent Future Land Use Map designations	
North	commercial	North	
South	commercial	South	
East	commercial	East	
West	residential	West	

Discuss how the proposed use is compatible with surrounding land uses:

The land to the south of said property is owned by the same owner and simply wants to continue the existing storage facility.

The land to the East and North are commercial properties used as ~~wa~~ warehouses and an office complex.

The proper and required set-back distances will be used for the land to the west

School Concurrency

1. Which public schools serve the site of the proposed amendment:

Name of school	Recommended capacity1	Current year enrollment1	Surplus or deficit capacity
Elementary: N/A			
Middle: N/A			
High: N/A			

1 Information available from the Bay County Public School District

2. Will development resulting from the proposed amendment increase or decrease the potential number of students attending the public schools that serve the subject property? By how many?

NO - 0

3. If development resulting from the proposed amendment will result in an anticipated student population at any public school serving the subject property in excess of that school's recommended capacity, how will this deficit be corrected?

N/A

4. If proposed solution requires an amendment to the Bay County Public Schools capital improvements program, please provide written verification that the School District agrees to the proposed amendment.

Compatibility with Military Installations

Does the Future Land Use Map designation sought through the proposed amendment allow types of development which could be considered potentially incompatible with nearby military installations? If so, how will compatibility issues be resolved (attach additional sheets, including any correspondence with military personnel, as necessary)?

NO

Capital Improvements

Will development resulting from the proposed Future Land Use Map amendment require capital improvements to public infrastructure (water or sewer service, roads, etc) in order to support the resultant growth? If so, please specify which infrastructure will be impacted, to what extent, and how will such improvements be funded (attach additional sheets if necessary):

NO

Certification and Authorization

(1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

(4) I Andrew E Redmond (print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.

Andrew E Redmond	Andrew E Redmond
Applicant Name (Type or Print)	Applicant Signature
Owner	12 June 2017
Title and Company (if applicable)	Date

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

840 W. 11TH ST
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA, JR
COUNTY MANAGER

COMMUNITY DEVELOPMENT SERVICES
Builders' Services Division
840 W. 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8350
Fax: (850) 248-8384

June 5, 2017

Address Verification

SEA BIZ PF PCB, LLC
7211 LAGOON DRIVE
PANAMA CITY BEACH, FL 32408

Permit Number: A17-0290
Property ID Number: 27921-686-000
******Previously addressed as 7310 Kingman St******

Dear Property Owner:

Your address has been verified as **7220 LAIRD ST**. Bay County Ordinance No. 20-55 requires the posting of the address numbers on the property in the following manner:

a. If you have been given an **address change** on an existing building, call your phone service company to assure your new address is recorded for 911 service. Compliance must be made within 30 days of notice.

b. The address number shall be affixed to the front of the building, or to a separate structure in front of the building (such as a mailbox, post, wall, fence, etc.), in such a manner so as to be clearly visible and legible from the public or private way on which the building fronts.

c. Numerals shall be legible and easily seen from the roadway in which the building fronts.

d. Numerals for commercial buildings shall be no less than six inches in height and placed on the building and business sign.

e. The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed.

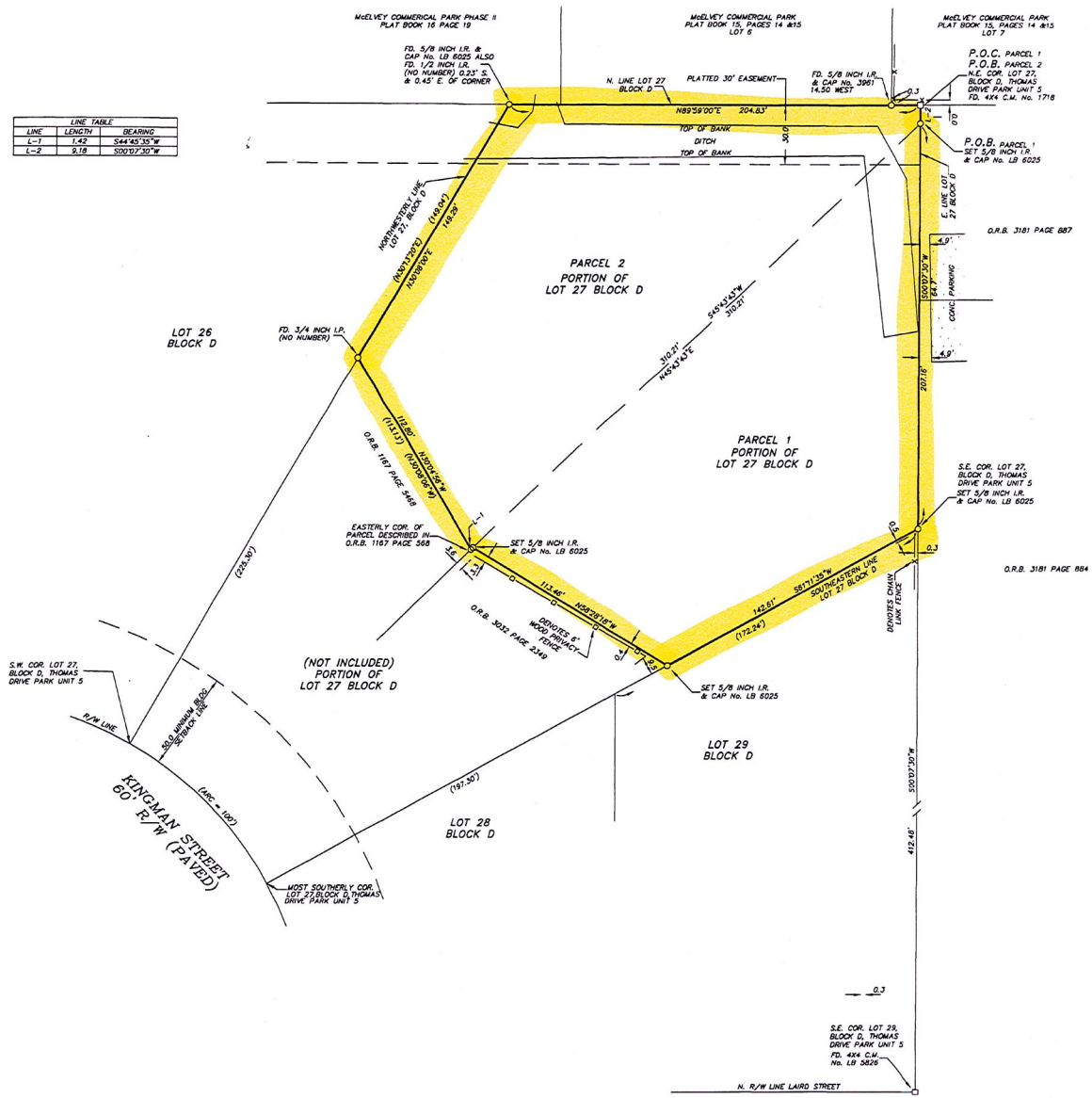
f. Contact the Postal Service for municipality and zip code information.

If future assistance is needed please feel free to call 850-248-8374.

Sincerely,

Ron Farris
Address Numbering
Bay County Builders Services
rfarris@baycountyfl.gov

LINE TABLE		
LINE	LENGTH	BEARING
L-1	1.42	S44°45'35"W
L-2	9.18	S00°07'30"W



LEGAL DESCRIPTION:

PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN S00°07'30"W ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'30"W ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 207.16 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE S61°11'35"W ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 27 FOR 142.61 FEET; THENCE N58°28'18"W FOR 113.46 FEET; THENCE N45°43'43"E FOR 310.21 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGIN AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN S00°07'30"W ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET TO; THENCE S45°43'43"W FOR 310.21 FEET; THENCE S44°45'35"W FOR 1.42 FEET TO THE EASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1167, PAGE 568 OF THE PUBLIC RECORDS OF BAY COUNTY FLORIDA; N30°04'56"W FOR 113.13 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 27; THENCE N30°13'20"E, ALONG SAID NORTHWESTERLY BOUNDARY FOR 149.04 FEET TO THE NORTH BOUNDARY OF SAID LOT 27; THENCE N89°59'00"E FOR 204.83 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES:
DATE OF FIELD SURVEY: DECEMBER 3, 2013
FIELD BOOK 53, PAGES 24 AND 25

1. SOURCE OF INFORMATION: AS PER INFORMATION FURNISHED BY CLIENT AND PLAT OF THOMAS DRIVE PARK UNIT FIVE.

2. BEARING REFERENCE: DEED BEARING BEING SOUTH 00°07'30"WEST, ALONG THE EAST LOT LINE OF LOT 27, BLOCK D.

3. STREET ADDRESS IS: 7210 KINGMAN STREET AS PER THE BAY COUNTY PROPERTY APPRAISER.

4. IMPROVEMENTS: THE PROPERTY IS VACANT

5. THE UNDERGROUND PORTIONS OF FOUNDATIONS AND FOOTINGS ARE NOT LOCATED.

6. IN SOME INSTANCES IT IS NECESSARY TO EXAGGERATE THE LOCATION OF SOME FIXTURES SUCH AS FENCES, ADDITIONAL PROPERTY CORNERS FOUND, ETC., IN ORDER TO MORE CLEARLY REPRESENT THE AFOREMENTIONED ITEMS.

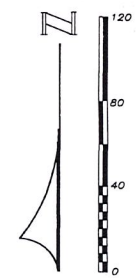
7. THE PROPERTY DESCRIBED AND PLATTED HEREON IS LOCATED IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAPS (FIRM) MAPS OF BAY COUNTY, FLORIDA. SEE PANEL No. 12005C0317H. EFFECTIVE DATE: JUNE 2, 2009.

8. THE UNDERSIGNED SURVEYOR AND MAPPER HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF PROPERTY.

9. "UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

11. PLAT MEASUREMENTS ARE SHOWN IN PARENTHESES WHEN FOUND TO BE OTHER THAN ACTUAL.



LEGEND

SYMBOLS AND ABBREVIATIONS

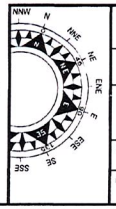
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
T	TOWNSHIP
R	RANGE
N.	NORTH
E.	EAST
S.	SOUTH
W.	WEST
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
FD.	FOUND
COR.	CORNER
No.	NUMBER
CONC.	CONCRETE
R/W	RIGHT OF WAY
C.M.	CONCRETE MONUMENT
I.P.	IRON PIPE
I.R.	IRON ROD
BLDG.	BUILDING
BRG.	BEARING
ELEV.	ELEVATION
O.R.B.	OFFICIAL RECORDS BOOK
L.B.	LICENSED BUSINESS
℄	CENTERLINE
	POWER POLE
□	1.0' X 1.0' ELECTRICAL BOX
■	TELEPHONE BOX
⊕	CABLE TV BOX
⊠	WATER METER
±	MORE OR LESS
	NOT TO SCALE

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

SIGNED: _____
FREDERICK E. SWANDOL

FLORIDA CERTIFICATION NUMBER 6037

DATE: FEBUARY 3, 2014



MAP OF BOUNDARY SURVEY

MELTON SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 0006025
2406 JOAN AVE. LOT 5 PANAMA CITY BCH., FLA. 32408

PHONE NO. (850) 234-5447
FAX NO. (850) 233-2098
E-MAIL ADDRESS:
meltonsurveying@knology.net

SCALE:	1"=40'
SURVEY DATE:	12/03/13
DRAWN BY:	T.D.
DRAWING NO.	1323-155
REVISED:	
REVISED:	

RECORDED ELECTRONICALLY
ID BK 3502 PG 1322 County Bay
Date 4/17/13 Time 12:11
simplifile www.simplifile.com 800.460.5657

Prepared by and Return to:
Dean Holder, an employee of
First International Title, Inc.
100 Richard Jackson Blvd.
Suite 110
Panama City, FL 32407

File No.: 31502-56

WARRANTY DEED

This indenture made on April 17, 2013, by **G & B Enterprises, LLC a Florida Limited Liability Company** whose address is: 6504 Bridgewater Way, Unit 506, Panama City Beach, FL 32407 , hereinafter called the "grantor",

to **Sea Biz of PCB, LLC a Florida Limited Liability Company**

whose address is: 7211 Lagoon Drive Panama City Beach, FL 32408 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Bay** County, **Florida,** to-wit:

COMMENCE AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN SOUTH 00°07'30" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'30" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 207.16 FEET TO THE SOUTHEAST CORNER OF LOT 27; THENCE SOUTH 61°11'35" WEST ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 27 FOR 142.61 FEET; THENCE NORTH 58°28'18" WEST FOR 113.46 FEET; THENCE NORTH 45°43'43" EAST FOR 310.21 FEET TO THE POINT OF BEGINNING.

and

BEGIN AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN SOUTH 00°07'30" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET; THENCE SOUTH 45°43'43" WEST FOR 310.21 FEET; THENCE SOUTH 44°45'35" WEST 1.42 FEET TO THE EASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1167, PAGE 568, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH

30°04'56" WEST, 113.13 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 27; THENCE NORTH 30°13'20" EAST, ALONG SAID NORTHWESTERLY BOUNDARY, 149.04 FEET TO THE NORTH BOUNDARY OF SAID LOT 27; THENCE NORTH 89°59'00" EAST ALONG SAID NORTH BOUNDARY, 204.83 TO THE POINT OF BEGINNING.

Parcel Identification Number: 27921-681-000 (cut out) and 27921-686-000

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2012.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

G & B ENTERPRISES, LLC

William C. Webb, Managing Member

Signed, sealed and delivered in our presence:

Witness Signature

Witness Signature

Print Name: DEAN R. HOLDER

Print Name: LAURIE L. BERGER

State of FLORIDA

County of BAY

The Foregoing Instrument Was Acknowledged before me on the 17th day of April 2013, by William C. Webb as managing member of G & B Enterprises, LLC a Florida Limited Liability Company, who is/are personally known to me or who has/have produced the following as identification:_____.

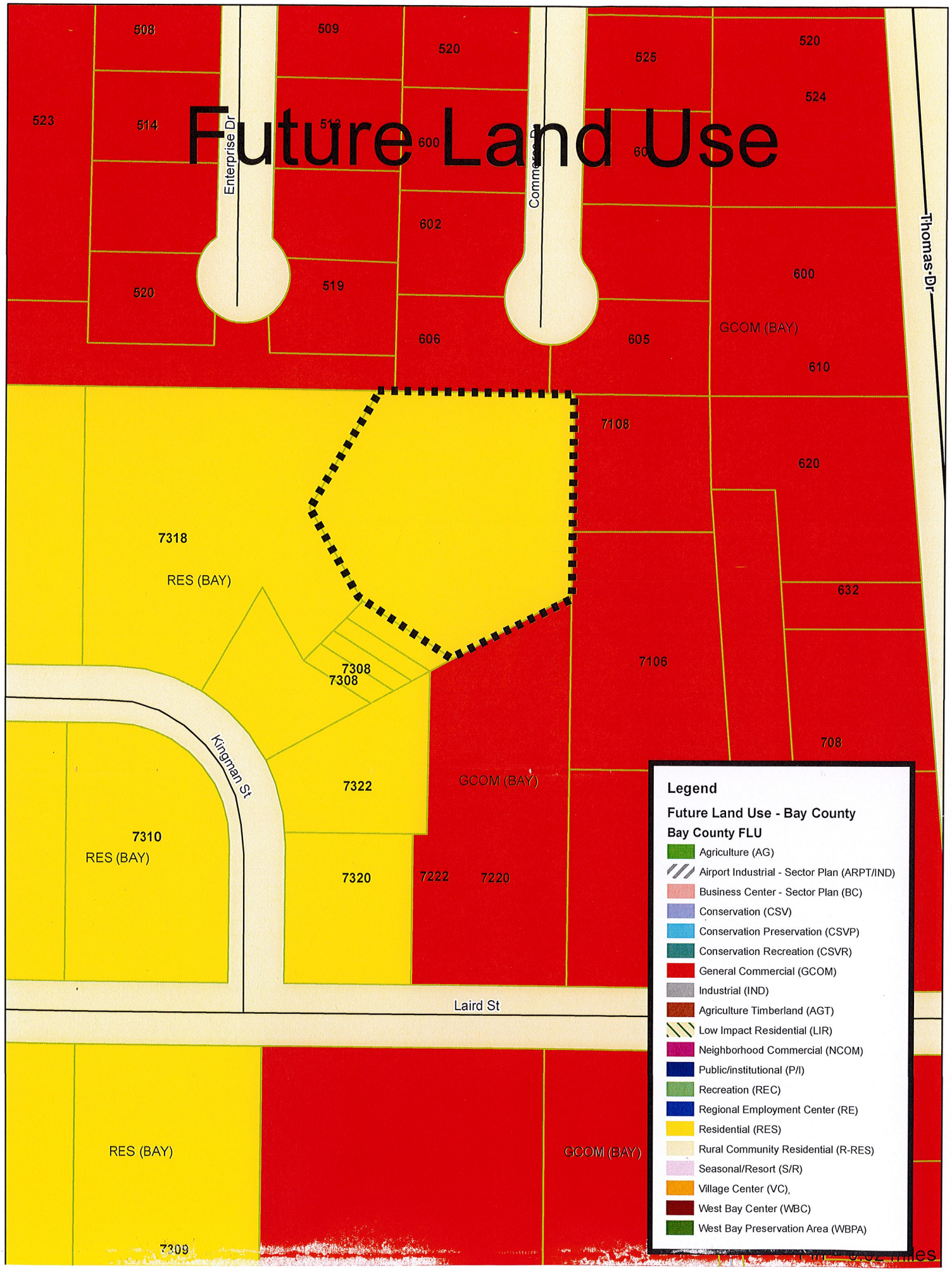
Notary Public

DEAN R. HOLDER

(Printed Name)

Notary Public State of Florida
Dean R Holder
My Commission EE 877639
Expires 04/12/2017

My Commission expires: _____


Future Land Use
Enterprise Dr
Commerce Dr
Thomas Dr
Kingman St
Laird St
508
509
520
525
520
524
523
514
513
600
602
520
519
606
605
600
GCOM (BAY)
610
7108
620
7318
RES (BAY)
632
7308
7308
7106
708
7322
GCOM (BAY)
7310
RES (BAY)
7320
7222
7220
RES (BAY)
GCOM (BAY)
7309
Legend
Future Land Use - Bay County
Bay County FLU
Agriculture (AG)
Airport Industrial - Sector Plan (ARPT/IND)
Business Center - Sector Plan (BC)
Conservation (CSV)
Conservation Preservation (CSVP)
Conservation Recreation (CSVR)
General Commercial (GCOM)
Industrial (IND)
Agriculture Timberland (AGT)
Low Impact Residential (LIR)
Neighborhood Commercial (NCOM)
Public/institutional (P/I)
Recreation (REC)
Regional Employment Center (RE)
Residential (RES)
Rural Community Residential (R-RES)
Seasonal/Resort (S/R)
Village Center (VC),
West Bay Center (WBC)
West Bay Preservation Area (WBPA)

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 09-36 ENTITLED "AN ORDINANCE ADOPTING THE BAY COUNTY COMPREHENSIVE PLAN", AS AMENDED; PROVIDING FOR AUTHORITY; PROVIDING A SHORT TITLE; REVISING THE FUTURE LAND USE MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 09-36 (the "Bay County Comprehensive Plan") on October 20, 2009;

WHEREAS, the Board has approved other ordinances amending the Bay County Comprehensive Plan;

WHEREAS, Andrew Redmond (the "applicant"), requested a small-scale amendment to the Bay County Comprehensive Plan (the "application");

WHEREAS, the requested amendment is to change the land described in Exhibit 1 on the Future Land Use Map;

WHEREAS, Staff conducted a technical analysis of the application resulting in findings and recommendations;

WHEREAS, the Planning Commission conducted a public hearing on July 20, 2017, to hear and consider comments from the public;

WHEREAS, the Board conducted a public hearing on August 15, 2017, to hear and consider comments from the public as well as the recommendations of the Planning Commission concerning the amendment requests;

WHEREAS, the Board found the proposed amendment to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety, and

welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and the Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statues.

Section 2. Short Title. This ordinance shall be known as "Bay County Small Scale Plan Amendment PZ 17-082 to the Bay County Comprehensive Plan".

Section 3. Change to the Comprehensive Plan. The Bay County Comprehensive Plan including the Future Land Use Map (FLUM) is hereby changed as follows, and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-082	Change 1.2 ± acres from "Residential" to "General Commercial" on the FLUM.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective Date. The Small-Scale Amendment approved by this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, the Small-Scale Amendment approved by this Ordinance shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order that determines that this Small-Scale Amendment is "in compliance", as that term is defined by law. Any noncompliant plan amendment shall not delay or otherwise influence the effective date of any compliant amendments.

PASSED AND ADOPTED this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

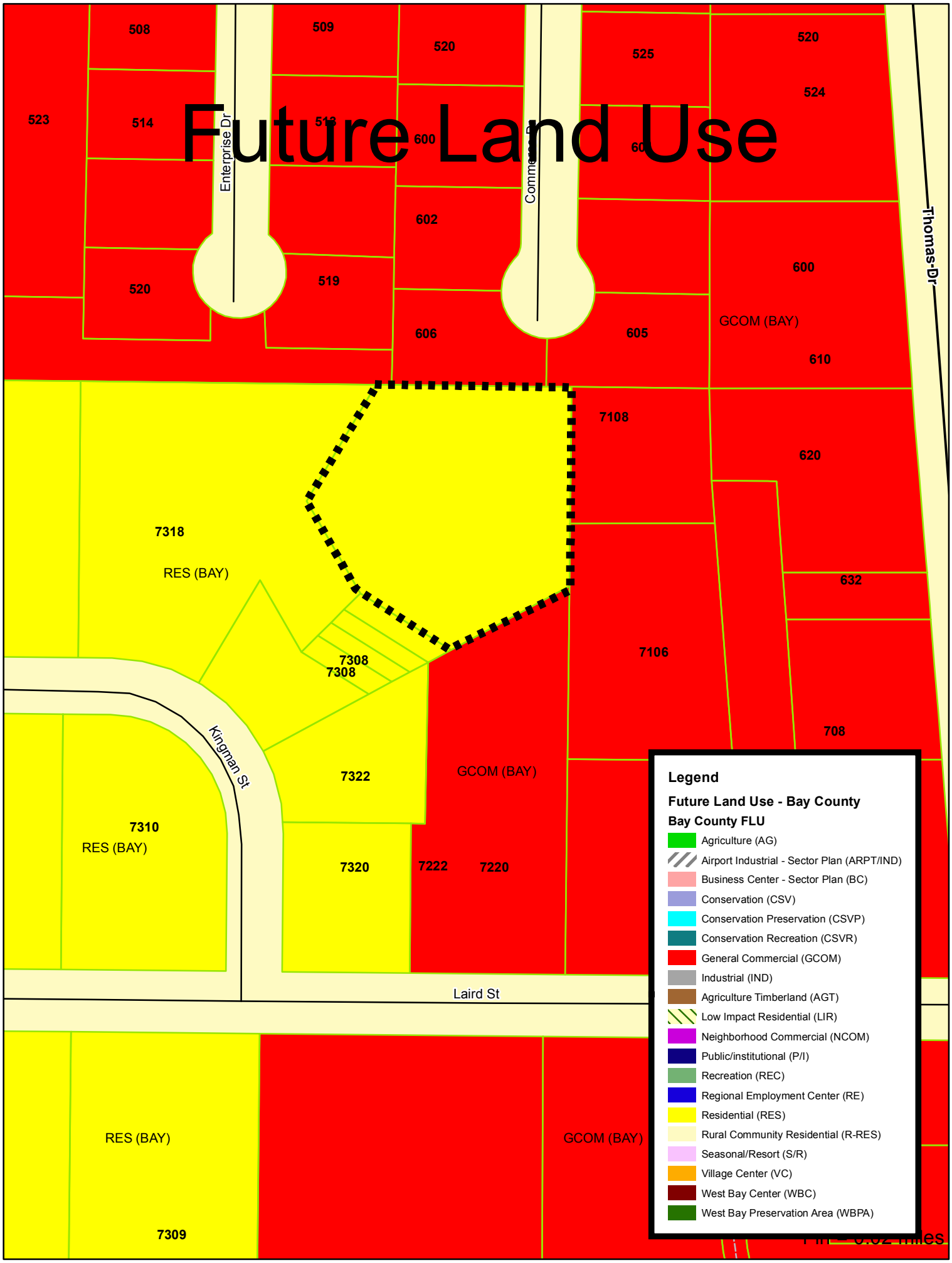
_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser

Future Land Use



Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-083 Rezoning Public Hearing - Laird Street

DEPARTMENT MAKING REQUEST/NAME:
Community Development - Ian Crelling, Planning Manager

MEETING DATE: 8/15/2017

REQUESTED MOTION/ACTION:
Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and approve the attached ordinance changing the zoning from “R-3” Duplex, Triplex and Quadraplex to “C-4” Research and Design for Application No. PZ 17-083, with the added condition that limits access to the property from the owner’s existing Laird Street access.

AGENDA
Community Development - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
On July 20, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Andrew Redmond to change the zoning designation of a 1.2 acre parcel from “R-3” Duplex, Triplex and Quadraplex to the “C-4” Research and Design zone (**Exhibit 1**). The subject property is located at 7220 Laird Street, in the unincorporated Panama City Beach area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations.

The "C-4" zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office, testing laboratories, research and design development, and similar uses. A maximum of 60 percent impervious coverage is allowed in the Beaches Special Treatment Zone. The property owner has approximately 170-feet of frontage along Laird Street. 100-feet of frontage is required in the "C-4" zone. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The subject property is surrounded on three sides by the "C-4" zoning designation. The current uses of these properties reflect these zoning designations. The property is directly adjacent to a commercial park to the north, while general office use exists to the east. The applicant also owns the storage yard located to south and has stated that the intended use is to expand that particular

use. Any commercial use or development of the property will require a 25-foot buffer from any adjacent residentially zoned properties. The property owner wishes to only access the property by Laird Street. Therefore staff is recommending a condition be placed on the request that limits access to property from the owner's existing Laird Street access. Staff feels that the request is a reasonable expansion of the existing "C-4" zoning.

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance (**Exhibit 2**).

ATTACHMENTS:

Description	Type
Application - Exhibit 1	Exhibit
Ordinance - Exhibit 2	Exhibit
Map w/ Legend	Exhibit
opposition Letter	Exhibit

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: July 20, 2017
Application No.: PZ 17-083 Zone Change

Applicant: Andrew Redmond
Owner: Sea Biz of PCB, LLC
Appraiser's Parcel Number: 27921-686-000

Project Description: The applicant is requesting an approval to change the zoning of a 1.2 acre parcel from the "R-3" Duplex, Triplex and Quadraplex zone district to the "C-4" Research and Design zone.

Project Location: The property is located at 7220 Laird Street, in the unincorporated area of Panama City Beach (District V).

Parcel Information

Parcel Size:	1.2+/- acres
Land Use Designation:	Residential
Zoning:	"R-3" Duplex, Triplex and Quadraplex
Existing Land Use:	Vacant Residential
Surrounding Land Uses:	North: Commercial Park; East: Commercial Office; South: Commercial Storage Yard & Multi-Family; West: Residential Single-Family .
Project Site Access:	Laird Street
Service Area:	Urban and Beaches Special Treatment Zone

Standards of Review

In accordance with Section 307.3. of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:

    a. Potential for threat to the health, safety, and welfare of the general public;
    b. Potential to create public nuisance(s);
    c. Site suitability;
    d. Compatibility between zones;
    e. Consistency with the Comprehensive Plan;
    f. Availability of infra-structure facilities and services;

g. Would not create "spot" zoning; and
h. Criteria specified in Table 3A of the Comprehensive Plan.

2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.

5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting approval to rezone the subject property from "R-3" to "C-4." As provided for by section 308 of the Bay County Land Development Regulations, this request is being processed concurrently with Application No. PZ 17-082 SSA. This zone change would not become effective unless and until the plan amendment becomes effective.

The C-4 zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office, testing laboratories, research and design development, and similar uses. A maximum of 60 percent impervious coverage is allowed in the Beaches Special Treatment Zone. The property owner has approximately 170-feet of frontage along Laird Street. 100-feet of frontage is required in the C-4 zone. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The subject property is surrounded on three sides by the C-4 zoning designation. The current uses of these properties reflect these zoning designations. The property is directly adjacent to a commercial park to the north, while general office use exists to the east. The applicant also owns the storage yard located to south and has stated that the intended use is to expand that particular use. Any commercial use or development of the property will require a 25-foot buffer from any adjacent residentially zoned properties. The property owner wishes to only access the property by Laird Street. Therefore staff is recommending a condition be placed on the request that limits access to property from the owner's existing Laird Street access. Staff feels that the request is a reasonable expansion of the existing C-4 zoning.

Staff Recommendation

It is therefore recommended the Commission:

1. Find the proposed zone change, Application No. PZ 17-083, consistent with Comprehensive Plan and Land Development Regulations, and
2. Forward a recommendation, with the access condition, to the Bay County Board of County Commissioners to approve the proposed zone change subject to the prior approval of Application No. PZ 17-082 SSA.

Print Form

Application to Amend the Bay County Zoning Map

(Please type or print clearly)

RECEIVED
JUN 12 2017
BAY COUNTY
PLANNING AND ZONING

File No.: PZ17-083 **Date Received:** JUN 12 2017

Applicant Information

Owners name:	SeA Biz of PCB, LLC	**Authorized agent:**	
Mailing address	7211 Lagoon Dr Panama City Bch, Fla 32408	**Mailing address**	
E-mail:	redmond478@yahoo.com	**E-mail:**	
Telephone:	850-258-5737	**Telephone:**	
FAX:		**FAX:**	

Attach a letter from the property owner granting authorization if an agent is submitting application.

Requested Zone Change

Change from: R-3 (Existing zoning) to: C-4 (Proposed zoning)

Site Information

Address/location of proposed site:	7220 Laird St Panama City Bch, Fl 32408 Northern End of Property
Property ID number(s):	27921-686-000
Property size (acres / square feet):	1.182 Acres
Future Land Use Map designation:	Residential

A legal description must be attached in order for an application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

Review Fee Attached:

1. Zone Change: $1,450 X

Site Information

Current property use	VACANT
FIRM Zone & Panel No.	Zone X Panel 0317
Wetlands	NONE
Aquifer Recharge	
Coastal Area	Coastal Planing Area
Wildlife Habitat	N/A
Surrounding land uses North:	Commercial - C-4
South:	Commercial - C-4
East:	Commercial - C-4
West:	Single Family / Residential multifamily

Utilities
Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. **Water and Sewer Service:**

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Panama City Beach	N/A	N/A	N/A
Private Well (s)___	N/A		

Current potable water demand of site under existing designation: 0 gpd

Anticipated potable water demand if amendment is approved: 0 gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
Panama City Bch	N/A	N/A	N/A
Septic tanks or other individual on-site systems 0			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: 0 gpd

Anticipated wastewater demand if amendment is approved: 0 gpd

Note: If potable water and sewage disposal is to be through a provider other thanBayCounty, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. Stormwater: Describe how stormwater will be controlled and treated:
Revied by on site Retention

If rezoning to a higher density the following information must be included:

3. Transportation: Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts

do not exist for AADT, counts must collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips

Road segment	Existing LOS	Projected LOS	Acceptable LOS

In which hurricane evacuation zone(s) is the subject property located:

_____ Tropical storm _____ Category 1 hurricane _____ Category 2 hurricane

_____ Category 3 hurricane _____ Category 4-5 hurricane _____ N/A

Project Information/Justification

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not inconsistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.

i. Potential for threat to the health, safety, and welfare of the general public;

ii. Potential to create public nuisance(s);

iii. Site suitability;

iv. Compatibility between zones;

v. Consistency with the Comprehensive Plan;

vi. Availability of infra-structure facilities and services;

vii. Would not create "spot" zoning, and;

viii. Criteria specified in Table 3A of the Comprehensive Plan.

b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

d. Granting the application for zoning change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

To expand my exiting storage facility

Provide one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

Certification and Authorization

(1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

(4) I Andrew E Redmond (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

Andrew E Redmond
Applicant Name (Type or Print)

Applicant Signature

Owner
Title and Company (if applicable)

12 June 2017
Date

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

840 W. 11TH ST
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA, JR
COUNTY MANAGER

COMMUNITY DEVELOPMENT SERVICES
Builders' Services Division
840 W. 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8350
Fax: (850) 248-8384

June 5, 2017

Address Verification

SEA BIZ PF PCB, LLC
7211 LAGOON DRIVE
PANAMA CITY BEACH, FL 32408

Permit Number: A17-0290
Property ID Number: 27921-686-000
******Previously addressed as 7310 Kingman St******

Dear Property Owner:

Your address has been verified as **7220 LAIRD ST**. Bay County Ordinance No. 20-55 requires the posting of the address numbers on the property in the following manner:

a. If you have been given an **address change** on an existing building, call your phone service company to assure your new address is recorded for 911 service. Compliance must be made within 30 days of notice.

b. The address number shall be affixed to the front of the building, or to a separate structure in front of the building (such as a mailbox, post, wall, fence, etc.), in such a manner so as to be clearly visible and legible from the public or private way on which the building fronts.

c. Numerals shall be legible and easily seen from the roadway in which the building fronts.

d. Numerals for commercial buildings shall be no less than six inches in height and placed on the building and business sign.

e. The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed.

f. Contact the Postal Service for municipality and zip code information.

If future assistance is needed please feel free to call 850-248-8374.

Sincerely,

Ron Farris
Address Numbering
Bay County Builders Services
rfarris@baycountyfl.gov

LEGAL DESCRIPTION:

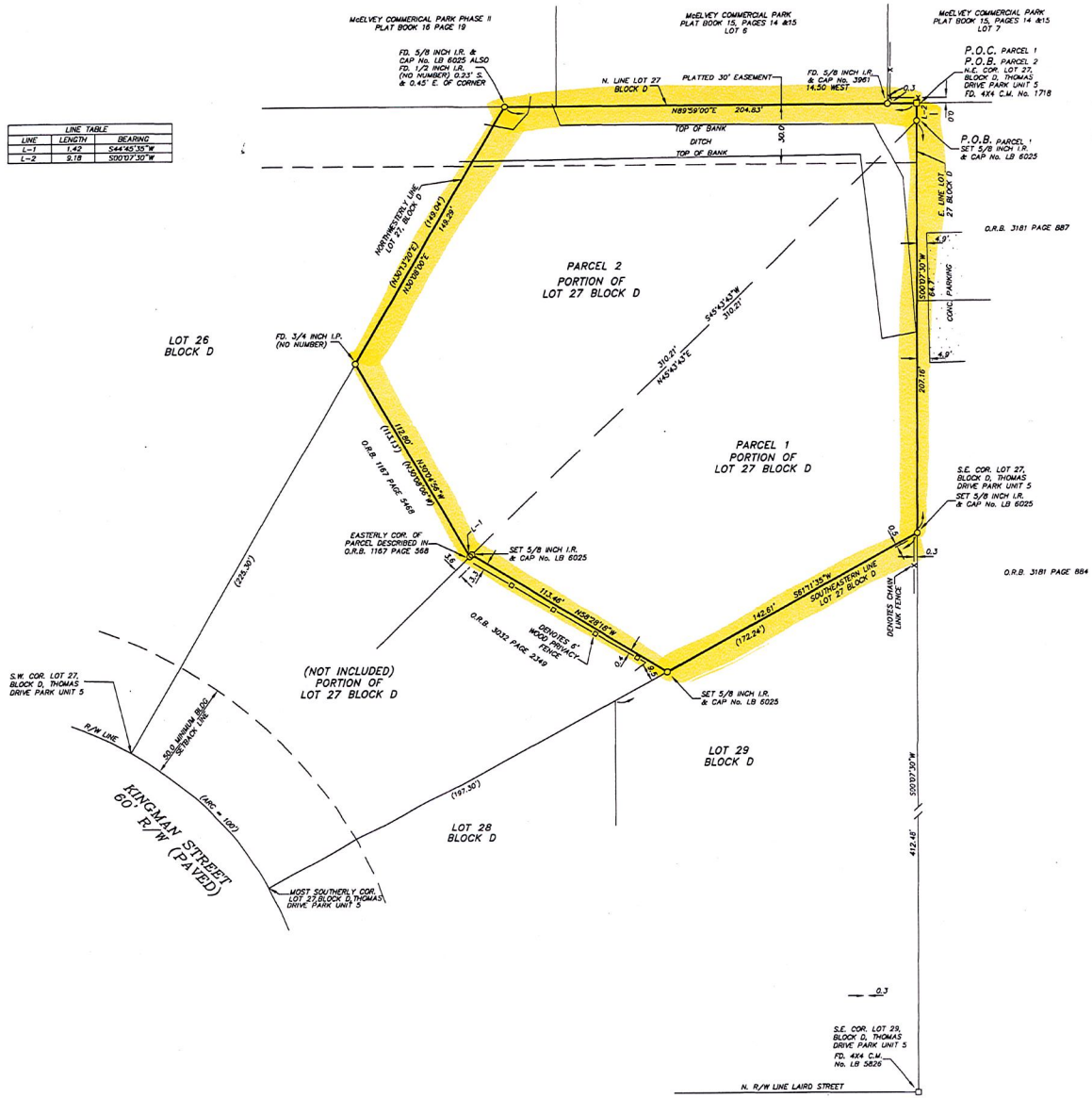
PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN S00°07'30"W ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'30"W ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 207.16 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE S61°11'35"W ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 27 FOR 142.61 FEET; THENCE N58°28'18"W FOR 113.46 FEET; THENCE N45°43'43"E FOR 310.21 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGIN AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN S00°07'30"W ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET TO; THENCE S45°43'43"W FOR 310.21 FEET; THENCE S44°45'35"W FOR 1.42 FEET TO THE EASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1167, PAGE 568 OF THE PUBLIC RECORDS OF BAY COUNTY FLORIDA; N30°04'56"W FOR 113.13 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 27; THENCE N30°13'20"E, ALONG SAID NORTHWESTERLY BOUNDARY FOR 149.04 FEET TO THE NORTH BOUNDARY OF SAID LOT 27; THENCE N89°59'00"E FOR 204.83 FEET TO THE POINT OF BEGINNING.

LINE TABLE		
LINE	LENGTH	BEARING
L-1	1.42	S44°45'35"W
L-2	9.18	S00°07'30"W



SURVEYORS NOTES:
DATE OF FIELD SURVEY: DECEMBER 3, 2013
FIELD BOOK 53, PAGES 24 AND 25

1. SOURCE OF INFORMATION: AS PER INFORMATION FURNISHED BY CLIENT AND PLAT OF THOMAS DRIVE PARK UNIT FIVE.

2. BEARING REFERENCE: DEED BEARING BEING SOUTH 00°07'30"WEST, ALONG THE EAST LOT LINE OF LOT 27, BLOCK D.

3. STREET ADDRESS IS: 7210 KINGMAN STREET AS PER THE BAY COUNTY PROPERTY APPRAISER.

4. IMPROVEMENTS: THE PROPERTY IS VACANT

5. THE UNDERGROUND PORTIONS OF FOUNDATIONS AND FOOTINGS ARE NOT LOCATED.

6. IN SOME INSTANCES IT IS NECESSARY TO EXAGGERATE THE LOCATION OF SOME FIXTURES SUCH AS FENCES, ADDITIONAL PROPERTY CORNERS FOUND, ETC., IN ORDER TO MORE CLEARLY REPRESENT THE AFOREMENTIONED ITEMS.

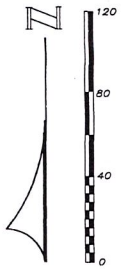
7. THE PROPERTY DESCRIBED AND PLATTED HEREON IS LOCATED IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAPS (FIRM) MAPS OF BAY COUNTY, FLORIDA. SEE PANEL No. 12005C0317H. EFFECTIVE DATE: JUNE 2, 2009.

8. THE UNDERSIGNED SURVEYOR AND MAPPER HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF PROPERTY.

9. "UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

11. PLAT MEASUREMENTS ARE SHOWN IN PARENTHESES WHEN FOUND TO BE OTHER THAN ACTUAL.



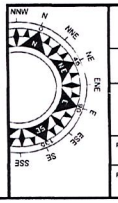
LEGEND	
SYMBOLS AND ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
T	TOWNSHIP
R	RANGE
N.	NORTH
E.	EAST
S.	SOUTH
W.	WEST
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
FD.	FOUND
COR.	CORNER
No.	NUMBER
CONC.	CONCRETE
R/W	RIGHT OF WAY
C.M.	CONCRETE MONUMENT
I.P.	IRON PIPE
I.R.	IRON ROD
BLDG.	BUILDING
BRG.	BEARING
ELEV.	ELEVATION
O.R.B.	OFFICIAL RECORDS BOOK
L.B.	LICENSED BUSINESS
℄	CENTERLINE
	POWER POLE
	1.0' X 1.0' ELECTRICAL BOX
	TELEPHONE BOX
	CABLE TV BOX
	WATER METER
±	MORE OR LESS
	NOT TO SCALE

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

SIGNED: _____
FREDERICK E. SWANDOL

FLORIDA CERTIFICATION NUMBER 6037

DATE: FEBUARY 3, 2014



MAP OF BOUNDARY SURVEY

MELTON SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 0006025
2406 JOAN AVE. LOT 5 PANAMA CITY BCH., FLA. 32408

PHONE NO. (850) 234-5447
FAX NO. (850) 233-2098
E-MAIL ADDRESS:
meltonsurveying@knology.net

SCALE:	1"=40'
SURVEY DATE:	12/03/13
DRAWN BY:	T.D.
DRAWING NO.	1323-155
REVISED:	
REVISED:	

RECORDED ELECTRONICALLY
ID BK 3502 Pg 1322 County Bay
Date 4/17/13 Time 12:11
simplifile www.simplifile.com 800.460.5657

Prepared by and Return to:
Dean Holder , an employee of
First International Title, Inc.
100 Richard Jackson Blvd.
Suite 110
Panama City, FL 32407

File No.: 31502-56

WARRANTY DEED

This indenture made on April 17, 2013, by **G & B Enterprises, LLC a Florida Limited Liability Company** whose address is: 6504 Bridgewater Way, Unit 506, Panama City Beach, FL 32407 , hereinafter called the "grantor",

to **Sea Biz of PCB, LLC a Florida Limited Liability Company**

whose address is: 7211 Lagoon Drive Panama City Beach, FL 32408 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Bay** County, **Florida,** to-wit:

COMMENCE AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN SOUTH 00°07'30" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'30" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 207.16 FEET TO THE SOUTHEAST CORNER OF LOT 27; THENCE SOUTH 61°11'35" WEST ALONG THE SOUTHEASTERN BOUNDARY LINE OF SAID LOT 27 FOR 142.61 FEET; THENCE NORTH 58°28'18" WEST FOR 113.46 FEET; THENCE NORTH 45°43'43" EAST FOR 310.21 FEET TO THE POINT OF BEGINNING.

and

BEGIN AT THE NORTHEAST CORNER OF LOT 27, BLOCK D, THOMAS DRIVE PARK UNIT FIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN PLAT BOOK 11, PAGES 87 AND 87A, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THENCE RUN SOUTH 00°07'30" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 27 FOR 9.18 FEET; THENCE SOUTH 45°43'43" WEST FOR 310.21 FEET; THENCE SOUTH 44°45'35" WEST 1.42 FEET TO THE EASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1167, PAGE 568, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH

30°04'56" WEST, 113.13 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 27; THENCE NORTH 30°13'20" EAST, ALONG SAID NORTHWESTERLY BOUNDARY, 149.04 FEET TO THE NORTH BOUNDARY OF SAID LOT 27; THENCE NORTH 89°59'00" EAST ALONG SAID NORTH BOUNDARY, 204.83 TO THE POINT OF BEGINNING.

Parcel Identification Number: 27921-681-000 (cut out) and 27921-686-000

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2012.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

G & B ENTERPRISES, LLC

William C. Webb, Managing Member

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: DEAN R. HOWDER

Witness Signature

Print Name: LAURIE L. BERGER

State of FLORIDA

County of BAY

The Foregoing Instrument Was Acknowledged before me on the 17th day of April 2013, by William C. Webb as managing member of G & B Enterprises, LLC a Florida Limited Liability Company, who is/are personally known to me or who has/have produced the following as identification:_____.

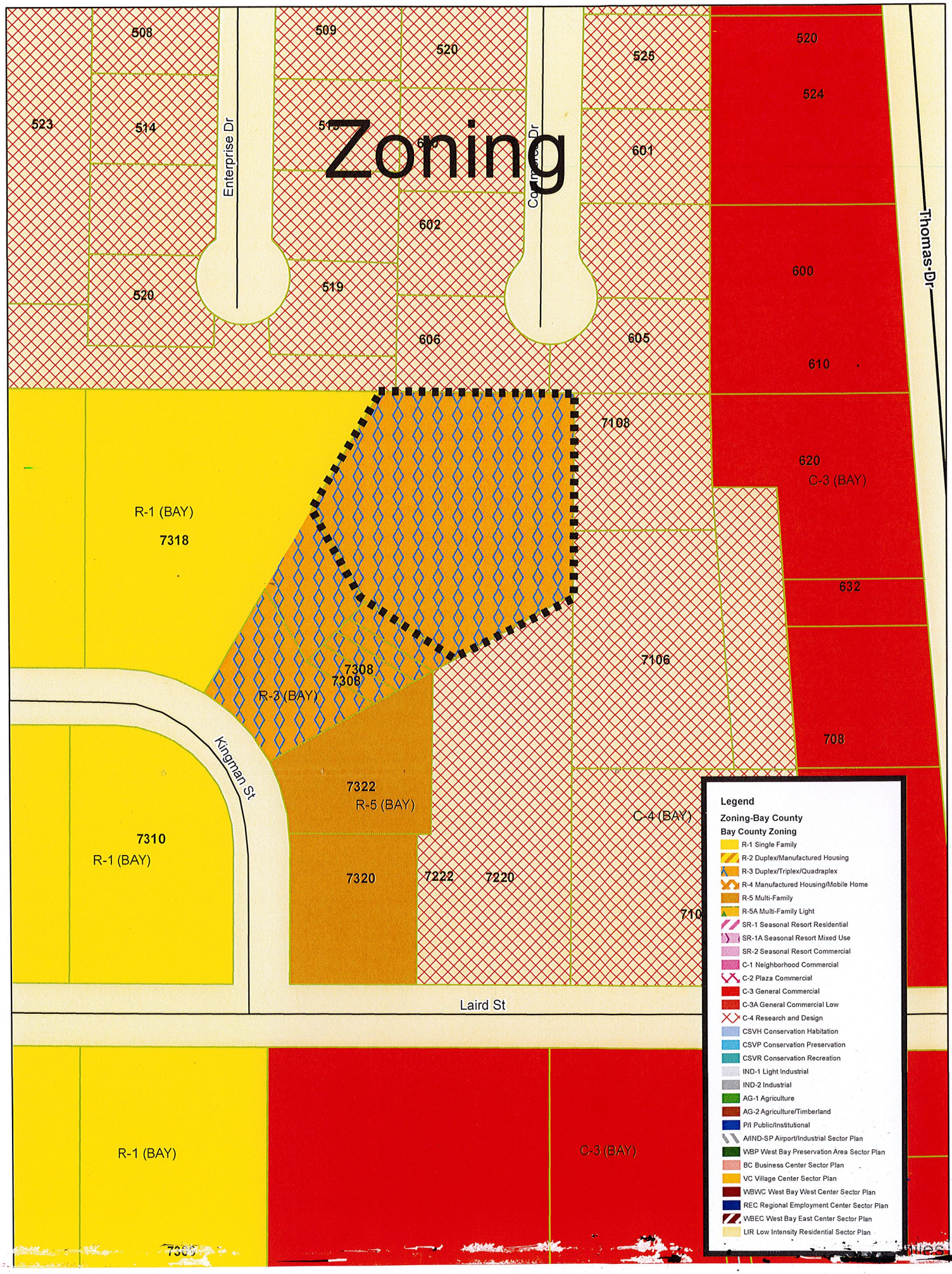
Notary Public

DEAN R. HOLDER

(Printed Name)

Notary Public State of Florida
Dean R Holder
My Commission EE 877639
Expires 04/12/2017

My Commission expires: _____


Zoning
Enterprise Dr
Thomas Dr
Kingman St
Laird St
508
509
520
525
523
514
515
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602
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606
605
520
524
600
610
620
C-3 (BAY)
632
708
7108
7106
R-1 (BAY)
7318
7308
7308
R-3 (BAY)
7322
R-5 (BAY)
7310
R-1 (BAY)
7320
7222
7220
C-4 (BAY)
R-1 (BAY)
C-3 (BAY)
Legend
Zoning-Bay County
Bay County Zoning
R-1 Single Family
R-2 Duplex/Manufactured Housing
R-3 Duplex/Triplex/Quadraplex
R-4 Manufactured Housing/Mobile Home
R-5 Multi-Family
R-5A Multi-Family Light
SR-1 Seasonal Resort Residential
SR-1A Seasonal Resort Mixed Use
SR-2 Seasonal Resort Commercial
C-1 Neighborhood Commercial
C-2 Plaza Commercial
C-3 General Commercial
C-3A General Commercial Low
C-4 Research and Design
CSVH Conservation Habitation
CSVP Conservation Preservation
CSVR Conservation Recreation
IND-1 Light Industrial
IND-2 Industrial
AG-1 Agriculture
AG-2 Agriculture/Timberland
P/I Public/Institutional
A/IND-SP Airport/Industrial Sector Plan
WBP West Bay Preservation Area Sector Plan
BC Business Center Sector Plan
VC Village Center Sector Plan
WBWC West Bay West Center Sector Plan
REC Regional Employment Center Sector Plan
WBEC West Bay East Center Sector Plan
LIR Low Intensity Residential Sector Plan

ORDINANCE NO.___

AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED "THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP", AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Andrew Redmond (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on July 20, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on August 15, 2017, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning PZ 17-083 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-083	Change 1.2+/- acres from "Duplex, Triplex and Quadraplex (R-3)" to "Research and Design (C-4)" on the Zoning District Map.	See Exhibit 1

Conditions – As a condition of the zone change, the property shall only be accessed by Laird Street.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase

hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective when the amendment to the Future Land Use Map adopted by Ordinance No. _____ becomes effective as provided by law including Section 163.3189, F.S.

PASSED AND ADOPTED this 15th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

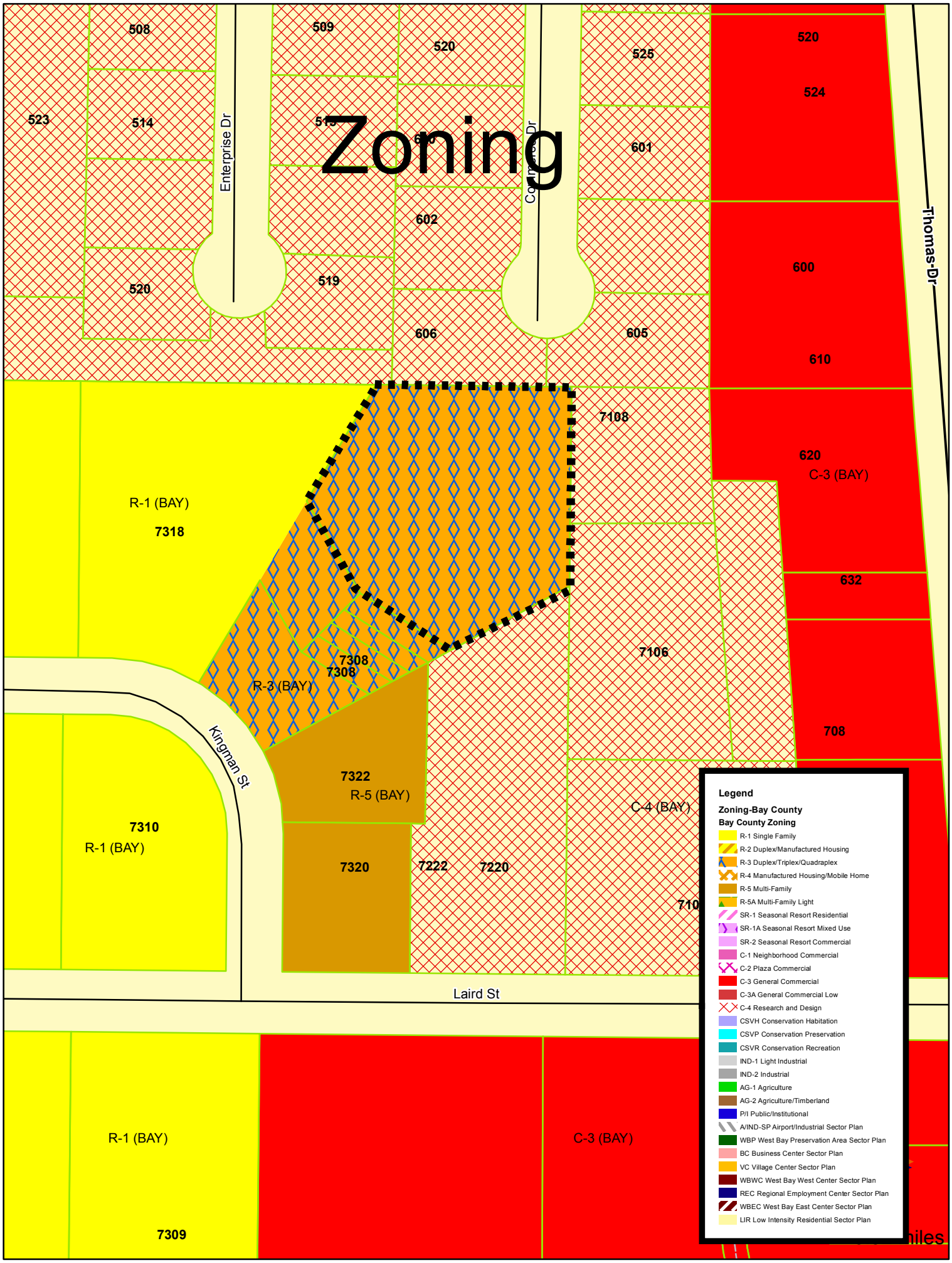
ATTEST:

_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser


Zoning
508
509
520
525
520
524
523
514
515
601
Enterprise Dr
602
600
Thomas Dr
520
519
606
605
610
7108
620
C-3 (BAY)
R-1 (BAY)
7318
632
7308
7308
7106
R-3 (BAY)
708
Kingman St
7322
R-5 (BAY)
C-4 (BAY)
7310
R-1 (BAY)
7320
7222
7220
710
Laird St
R-1 (BAY)
C-3 (BAY)
7309
Legend
Zoning-Bay County
Bay County Zoning
R-1 Single Family
R-2 Duplex/Manufactured Housing
R-3 Duplex/Triplex/Quadraplex
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R-5 Multi-Family
R-5A Multi-Family Light
SR-1 Seasonal Resort Residential
SR-1A Seasonal Resort Mixed Use
SR-2 Seasonal Resort Commercial
C-1 Neighborhood Commercial
C-2 Plaza Commercial
C-3 General Commercial
C-3A General Commercial Low
C-4 Research and Design
CSVH Conservation Habitation
CSVP Conservation Preservation
CSVR Conservation Recreation
IND-1 Light Industrial
IND-2 Industrial
AG-1 Agriculture
AG-2 Agriculture/Timberland
P/I Public/Institutional
A/IND-SP Airport/Industrial Sector Plan
WBP West Bay Preservation Area Sector Plan
BC Business Center Sector Plan
VC Village Center Sector Plan
WBWC West Bay West Center Sector Plan
REC Regional Employment Center Sector Plan
WBEC West Bay East Center Sector Plan
LIR Low Intensity Residential Sector Plan

NOTES FOR BAY COUNTY PLANNING COMMISSION MEETING – JULY 20, 2017 @ 1:30 PM
RE: REDMON PROPERTY CHANGE FROM RESIDENTIAL TO COMMERCIAL
QUASI-JUDICIAL PUBLIC HEARING (PZ17-083)

My name is Flora McGowen. Since 1983 my husband and I have resided at 8103 Laird Street in the restricted residential Thomas Drive Park Subdivision.

I am here to support and agree with a homeowner whose residential property joins the current residential property owned by Mr. Redmon of SeaBiz who is requesting his 1.8 acre residential property off Kingman be changed from Residential to Commercial.

Question: Who, exactly, is going to benefit by allowing this R-3 Residential parcel within the Thomas Drive Park Subdivision be changed to Commercial? Certainly not the adjoining Residential homeowner or those homeowners surrounding this area. A neighbor in the affected residential area shared the certified letter (sent by Sea-Biz) indicating the 1.8 acres specified was located at 7220 Laird Street. I believe this address is incorrect. As noted on the current map, this property is located at 7310 Kingman. A restricted residential parcel joins this 1.8 acres on the West side of the 1.8 acre parcel. Also, there are approximately 33 restricted residential parcels on the North and South side of Kingman that all enter and exit onto Laird Street that will be affected by additional Commercial traffic.

The Thomas Drive Park Subdivision was initially planned to be unique for homeowners to own and enjoy large restricted parcels—with no commercial encroachment. I have copies of the 5 Units dated 1972-1974 containing recorded binding restrictions. For your review and consideration, I have attached a current Future Land Use Map (FLUM) of the 3 acre and 1 acre restricted Residential lots that were <u>never</u> to be divided. However, over protests of the Thomas Drive Park residents, the County Commissioners in 1985 or thereabouts accepted a road to be constructed over a portion of a 3-acre parcel for a one way enter/exit from Treasure Palms. This was the beginning of encroachment into our restricted subdivision.

As a group of homeowners, we have gone before Planning & Zoning and hired an attorney to prevent another road or any changes from the established residential parcels listed on the Future Land Use Map (FLUM) from being changed to Commercial. We succeeded, but the road to Hidden Palms was diverted to enter and exit onto the short Treasure Palms Road then onto Laird Street. Now we have 2 large subdivisions of approximately 350 homes (double and/or triple the vehicles) all entering and exiting onto Laird Street to go less than a mile to Thomas Drive. This does not count all the vehicles and large trucks speeding and using Laird Street as a shortcut. I called about installing speed bumps, but found that Laird Street is not allowed to have speed bumps. When inclement weather such as a hurricane, etc, comes, this area will be a bottleneck safety disaster with vehicles all trying to get out. This traffic problem could have been prevented by the County insuring that two entrance/exits were available to these 2 subdivisions. Also Laird Street has become like a secondary highway with large trucks, and vehicles using the narrow 2-lane Laird Street as a shortcut. I presume the accident and death rates on Laird Street are o.k. The road is falling apart. We need a sign at the entrance to Laird Street reminding people who do not live in this subdivision that they are entering a residential area with 35 mph signs posted..and that violators will be prosecuted.

I urge the Planning and Zoning Division and the Commissioners to review the attached current 2017 revised FLUM and explain to the homeowners who live in the Thomas Drive Park Subdivision what good it will do for the residents who live in the subdivision to change this 1.8 acre Residential parcel to Commercial. The homeowners were content with the original FLUM as it clearly specified residential areas and commercial areas—<u>none of which were to be changed.</u> Thomas Drive Park Subdivision was not intended to be Commercial nor was Laird Street intended to be a shortcut. All change affects the value of our residential property. Concern is that Residential parcels are being chipped away and losing value in this very unique restricted subdivision. We urge this quasi-judicial public hearing PZ17-083 be <u>denied</u> and remain Residential as recorded on the Future Land Use Map (FLUM) as it does <u>not</u> enhance the property value of any homeowner residing in the Thomas Drive Park Subdivision and will create more of a traffic jam at the entrance to Laird Street as more and more boats, moving vans, etc maneuver to the residential area of Kingman, disrupting their way of a quiet, peaceful life.

Thank you,

Flora M. McGowen,
Thomas Drive Park Homeowner

CC: ALL BAY COUNTY COMMISSIONERS