



City of
Panama City Beach

Council Chambers |
17007 Panama City Beach Pkwy |
Panama City Beach, FL 32413

**CITY COUNCIL
SPECIAL MEETING AGENDA
THURSDAY, AUGUST 8, 2024
5:00 PM**

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION BY COUNCILMAN PAUL CASTO

C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PAUL CASTO

D. COMMUNITY ANNOUNCEMENTS

1. Community Announcements
[Item Memo](#)
[08.08.2024.Community Announcements.pdf](#)

E. APPROVAL OF MEETING MINUTES

1. July 25, 2024 Regular Meeting Minutes
[Item Memo](#)
[07.25.2024.Council Meeting Minutes.draft2.pdf](#)

F. APPROVAL OF AGENDA AND/OR DELETIONS

G. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS

H. CONSENT AGENDA

1. **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

[Item Memo](#)
[08.08.2024.Surplus.Obsolete Items.pdf](#)

I. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

1. **ORDINANCE NO. 1649, AMENDING CHAPTER 5, ARTICLE II, RELATED TO ANIMAL CONTROL; SECOND READING, PUBLIC HEARING.**
[Item Memo](#)
[Ord 1649.Amending Chapter 5.Animal Control.2nd Reading.pdf](#)
[Business impact Estimate - Animal Control.pdf](#)

[Proof Confirmation Ord 1649.pdf](#)

2. **ORDINANCE NO. 1651, RELATED TO THE CONDUCT OF ELECTIONS PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS, FIRST READING / PUBLIC HEARING.**

[Item Memo](#)

[Ord. 1651 Election Date First Reading.pdf](#)

[Business Impact Estimate-Nov Election.pdf](#)

3. **ORDINANCE NO. 1652, RELATED TO UTILITY RIGHT-OF-WAY BORING, FIRST READING / PUBLIC HEARING.**

[Item Memo](#)

[Ord 1652.Amending Chapter 19.Right of Way Boring.first reading.pdf](#)

[Business Impact Estimate.ROW Boring.pdf](#)

4. **RESOLUTION NO. 24-165, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED FOR STORMWATER WATER QUALITY INVESTIGATION RELATED TO LULLWATER LAKE BASIN.**

[Item Memo](#)

[Res 24-165.Gemini Engineering.Lullwater Stormwater Task Order.pdf](#)

[Gemini Task Order 2024-02.signed.version2.pdf](#)

[Res 22-65.Stormwater - Gemini signed.pdf](#)

[Res 23-39.Gemini Engineering Task Order.Lullwater Lake Basin H2O Investigation.pdf](#)

[Res 24-70.FL Dept Environmental Protection.Lullwater Grant.PDF](#)

5. **RESOLUTION NO. 24-166, APPROVING AN AGREEMENT WITH CAPITOL HILL CONSULTING GROUP, LLC FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES.**

[Item Memo](#)

[Res 24-166.Capitol Hill Consulting Group Agreement.pdf](#)

[CHCG Agreement.08.02.24.pdf](#)

6. ***RESOLUTION NO. 24-167, APPROVING AN AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR FACILITIES LOCATED IN FRONT BEACH ROAD SEGMENT 4.2.**

[Item Memo](#)

[Res 24-167. Florida Light and Power.FBR 4.2 Relocation Power Lines.pdf](#)

[City of Panama City Beach - Segment 4.2 - BCE Agreements.pdf](#)

J. CITY MANAGER REPORT

K. CITY ATTORNEY REPORT

L. COUNCIL COMMENTS

M. ADJOURN

* AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.

PAUL CASTO X
MARY COBURN X
MICHAEL JARMAN X
ETHAN REGISTER X
STUART TETTEMER X

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

/s/ City Clerk Date

PAUL CASTO X
MARY COBURN X
MICHAEL JARMAN X
ETHAN REGISTER X
STUART TETTEMER X

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

/s/ City Clerk Date

The Agenda Packet is posted on the City’s website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City’s website WWW.PCBFL.GOV and City Facebook page “PANAMA CITY BEACH-GOVERNMENT”. One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Report community events / announcements within the City of PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

N/A

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Report community events / announcements within the City of PCB.

[08.08.2024.Community Announcements.pdf](#)



City of

Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements
for the
August 8, 2024
City Council Special Meeting

Date	Event	Location
August 8 At 7:00 PM	Summer Concert Series #9 Artist: Ben Loftin and the Family	Aaron Bessant Park
August 10-11	World Sports League Softball Tournament	Frank Brown Park
August 12	54 th Anniversary of the City of Panama City Beach (The City was created on August 12, 1970 by Chapter 70-874 of the Constitution of the State of Florida)	
August 15 at 7:00 PM	Summer Concert Series #10 Artist: My Fever	Aaron Bessant Park
August 16-18	Global Sports League USSSA Baseball Tournament	Frank Brown Park
August 22 9:00 AM	Next City Council Meeting	City Hall



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's July 25, 2024 regular meeting minutes.

4. AGENDA:

APPROVAL OF MEETING MINUTES

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

[07.25.2024.Council Meeting Minutes.draft2.pdf](#)



City of Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

DRAFT

MINUTES of the **July 25, 2024** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called the July 25, 2024 special meeting to order at 9:00 a.m.

ROLL CALL

COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER
VICE MAYOR MICHAEL JARMAN
COUNCILMAN PAUL CASTO
MAYOR STUART TETTEMER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Brad Zimanek from Gulfview United Methodist Church led the invocation. Councilman Ethan Register led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS

Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Tettemer called for approval of the July 11, 2024 special meeting / beach safety workshop minutes and the July 11, 2024 special meeting minutes (5:00 p.m.). **Vice Mayor Jarman so moved. Councilman Casto seconded the motion. The July 11, 2024 special meeting / beach safety workshop minutes and the July 11, 2024 special meeting minutes were unanimously approved by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

APPROVAL OF AGENDA

Mayor Tettemer called for approval, insertions and/or deletions to the agenda. Mayor Tettemer recommended the following changes to the regular agenda: 1) Appointing Mr. Charles Nelson to the Audit Committee, new Item #1; 2) moving Item 8, regarding November elections, to Item 2; and moving Item 9, the beach safety discussion, to Item 3. Mayor Tettemer called for additional changes from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve the agenda, as amended. Councilmember**

Coburn seconded the motion. All were unanimously in favor of approval of the agenda as amended by a (5-0) roll call vote.

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

PRESENTATIONS

On behalf of City Council, Councilman Ethan Register presented employee service awards to: 1) Firefighter Calvin Tayes, 5 years of service; and 2) Chief Talamantez, 20 years of service. Councilman Register congratulated Mr. Jovani Bell on 10 years of service with the City, noting that Mr. Bell had a previous commitment, so he was unable to attend this morning.

Mayor Tettemer invited Interim Public Works Director Kathy Younce to the podium to present the **attached** Stormwater update.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer provided instructions and then opened the floor to non-agenda business public comments, limited to three minutes each.

1. Rex Reid, 202 Gulf Lane – Mr. Reid requested that the Council consider stopping taxation without representation. Mayor Tettemer asked Mr. Reid to hold his comments until Council discussed the assessments on the regular agenda.
2. Scott Heilman, 137 Johnson Boyu Drive – Mr. Heilman commented that the July 11 council meeting was not properly noticed as the website had the meeting beginning at 6pm, not 5pm.
3. Captain Gary Beck – Captain Beck started to comment on beach safety and his rescue system. Mayor Tettemer asked Mr. Beck to come back up during that agenda item. Captain Beck concurred and then continued to discuss his rights being violated and his house being taken.

Hearing and seeing no further comments, Mayor Tettemer closed that public comment period.

Mayor Tettemer asked Manager Whitman to respond to the public comments.

Manager Whitman reported, with respect to Mr. Heilman's comments, the City did properly notice the July 11 meeting, however he took full responsibility for not making sure the website was changed. Manager Whitman reported in reference to Mr. Beck's comments, Chief Talamantez and his team at the Police Department consistently take reports from Mr. Beck, however, he refused to file a report most recently. Manager Whitman referred Mr. Beck to the 14th Judicial Court and/or Tommy Ford's office.

Mayor Tettemer thanked Manager Whitman.

Mayor Tettemer thanked Mr. Heilman for bringing the meeting notice issue to Council's attention and added that it would be addressed. Mayor Tettemer added that the City had worked extremely hard over the years with Mr. Beck to try and get him in touch with people and resources. Mayor Tettemer added that the county court and the county sheriff both were outside of Council's jurisdiction. Mayor Tettemer added that Pastor Rob Raines was in attendance this morning and perhaps Captain Beck would like to talk with him about finding some help after the meeting.

CONSENT AGENDA

Mayor Tettermer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 24-155, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE ALLOCATION OF \$98,708.00 OF FEDERAL FISCAL YEAR 2023 EDWARD BYRNE MEMORIAL JAG PROGRAM FUNDS TO BAY COUNTY FOR THE BAY COUNTY REAL-TIME CRIME CENTER AND DESIGNATING THE MAYOR AS THE CITY'S AUTHORIZED REPRESENTATIVE.

Mayor Tettermer noted the Consent Agenda was available to Council. **Councilman Register moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

***NEW ITEM 1.* APPOINTMENT OF CHARLES NELSON TO THE AUDIT COMMITTEE.**

Mayor Tettermer recommended appointing Mr. Charles Nelson, a CPA, to the City's Audit Committee as discussed during a previous Council meeting.

Councilman Register moved to appoint Mr. Charles Nelson to the Audit Committee. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Mr. Nelson's appointment to the Audit Committee by a (5-0) roll call vote.

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

***MOVED ITEM 2.* DISCUSSION / ACTION ITEM, DRAFT ORDINANCE 1651 RELATED TO THE CONDUCT OF ELECTIONS PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS.**

Mayor Tettermer called for comments for Attorney Davis. Mr. Davis reported at Council's June 27 meeting Council directed Staff to prepare an ordinance to change the dates of the city elections to align with the federal, state and local elections in November. Mr. Davis added that Florida statute allows the Council to do that by ordinance instead of by charter referendum and to deal with any issues related to the changing those dates, including extending the terms of any member of the City Council whose terms would be effected by the change in election date.

Mayor Tettermer introduced Ms. Nina Ward, Bay County Supervisor of Elections.

Ms. Ward explained Mayor Tettermer invited her here today to explain how the proposed change of holding elections in November instead of April might effect the City, and to answer any questions. Ms. Ward discussed possible increased voter turnout and/or voter apathy, decreasing the cost of elections to the

City, removing the city clerk/city canvassing board from the election process and increased voting locations and times. Ms. Ward provided some voter turnout statistics. Ms. Ward reported that city referendums would be located at the end of a November election ballot. Ms. Ward reported that candidate qualifying timeline would also move to the county timeline. Ms. Ward reported on additional voting sites if the election was moved to November. Ms. Ward lastly reported that Council had asked her if it was possible to move to a November election date and the answer was yes and to please consider all the effects.

Mayor Tettemer asked Ms. Ward to talk about the upcoming August elections. Ms. Ward discussed partisan and non-partisan elections and noted that the City's non-partisan election would be held in November. Discussion regarding off-year elections being in April and/or the City choosing the date and paying for the cost took place. Mayor Tettemer thanked Ms. Ward for making a special effort to attend Council's meeting today.

Mayor Tettemer called for public comments.

1. Nancy Viejo, 117 Seaclusion Drive – Ms. Viejo commented that she was opposed to this change, that Council should have a referendum on the ballot to let the voters decide. Ms. Viejo noted that she had heard that if something was wrong on a ballot then the entire ballot would be thrown out. Ms. Ward stated that was not correct.
2. Charles Nelson, 221 Summer Breeze – Mr. Nelson commented that he had the privilege of serving in other local governments. Mr. Nelson stated he was not aware of any jurisdiction that ties a local election to a presidential election. Mr. Nelson requested that the Council study this a little more.

Mayor Tettemer inquired if Ms. Ward was aware if other municipalities had tied their elections to the November election. Ms. Ward stated yes, and a couple close municipalities that come to mind were Crestview and Destin.

3. Scott Heilman, 137 Johnson Bayou Drive – Mr. Heilman spoke in support of the change from April to November as he thought that more people would participate at a local level and be more involved.

Mayor Tettemer opened the floor to Council comments.

Vice Mayor Jarman noted that he brought this item up. Vice Mayor Jarman reported that the City of Destin made the same change in 2018 and reports at least a 50% increase in voter participation. Vice Mayor Jarman further discussed voter apathy in April, extending campaigning time, the city clerk already being overly busy, and an independent entity reviewing the city's elections. Vice Mayor Jarman further reported that there were a ton of cities in the State of Florida that have their election in November. Vice Mayor Jarman recommended moving forward with this.

Councilman Casto thanked Vice Mayor Jarman for bringing this up. Councilman Casto reported there was only about a 17% turnout during his election 2 years ago, so a 70% turnout was a no brainer. Councilman Casto recommended moving forward with this.

Councilmember Coburn noted that she was struggling with this change because she felt like Council should provide clarity to the voters and perhaps there would be more confusion with long ballots. Councilmember Coburn discussed the cost of running a campaign, fighting for sign space, debates, and causing confusion. Councilmember Coburn noted that she was opposed to this.

Councilman Register noted he like Ms. Coburn was struggling with this, however, he was in favor of saving the City money, he liked the fact that the City would have more voting sites, and the onus was on the candidate to go door to door like Mayor Tettemer. Councilman Register noted he was in support of the change.

Further discussion regarding additional voting sites took place.

Vice Mayor Jarman inquired if the City had already changed the election by vote of the Council three times, correct. Attorney Davis confirmed twice by Council vote and once by referendum.

Mayor Tettemer noted he was a little torn on this as well. Mayor Tettemer explained this was a discussion item and Council had good discussion today. Mayor Tettemer thanked Supervisor Ward for attending.

Vice Mayor Jarman recommended that this item come back for first reading at the next meeting. All Councilmembers agreed.

ITEM 3. DISCUSSION / ACTION ITEM, BEACH SAFETY.

Mayor Tettemer called for public comments on beach safety.

1. Captain Gary Wayne Beck – Talked about his invention and making the beaches safer with his help. Mr. Beck noted he was looking forward to working with Council.
2. Alysia Redmon – Ms. Redmon commented on her husband's tragic drowning in the Gulf 5 years ago. Ms. Redmon recommended that the beach safety money from the \$500 fines for double red flag violations go back into beach safety, and not into the general fund. Ms. Redmon discussed Stacy's Law. Ms. Redmon inquired as to where the new lifeguards that Council approved would be stationed. Ms. Redmon recommended there be more life-saving devices on the beach.

Mayor Tettemer asked Manager Whitman to respond to the public comments. Manager Whitman reported that the City was currently working with Captain Beck, that he had introduced Mr. Beck to Captain Morgan. Manager Whitman explained that the City's general fund pays for the life safety program, including lifeguards. Mayor Tettemer thanked Manager Whitman.

Mayor Tettemer summarized the six topics/items Council decided to address during its July 11 Beach Safety Workshop: 1) Investigating a subsidized program, including capital cost; 2) Councilman Register's idea of a beach ambassador program, including funding and if anything needed to be done with respect to a city ordinance; 3) Options with respect to the rescue tubes and partnering with the Rotary; 4) Investigating Councilman Casto's idea of flotation devices being required on single red flags days; 5) Vice Mayor Jarman's idea of AI software; and 6) more information on the LED flag system.

Rescue Tubes

Mayor Tettemer invited representatives from the Rotary Club to make a brief presentation regarding the rescue tubes. Don Cooley, President of the Rotary Club, and Ms. Jeannie Retherford, member of the Rotary Club, presented the **attached** presentation.

Mayor Tettemer opened the floor to comments from Council. After much discussion, **Council unanimously agreed and directed Staff to work through the Fire Department and the Rotary Club to establish a rescue tubes pilot program on the beach at 5 to 10 accesses, and to look at possible anti-tampering devices to be installed on the rescue tubes.**

Public/Private Partnership

Mayor Tettemer opened the floor to comments from Council regarding public/private partnerships. After much discussion, **Council unanimously agreed and directed Staff to fund, capital costs only, of two (2) public/private beach safety partnerships from the City's general fund right away and to start advertising the program until October 1, 2024, with the City Manager to report back and Council.**

LED Warning Lights

Mayor Tettemer asked Manager Whitman for an update. Manager Whitman reported that the LED Warning Lights were still conceptual and in the design stage. Vice Mayor Jarman concurred and added that the TDC was working on this idea as well.

Flotation Devices

Mayor Tettemer opened the floor to comments from Council beginning with Councilman Casto. Councilman Casto reported that he had asked Mr. Davis to look into this idea. Mr. Davis reported he searched nationwide and located an ordinance in Sacramento, CA requiring flotation devices for children 13 and under when entering public waters. After much discussion, **Council unanimously agreed and directed Staff to weigh in on the age range, what kind of flotation device should be required and updating signage. Chief Morgan recommended not tying the ordinance to an age range or a flag color. All members of Council concurred.**

Ambassador Program

Mayor Tettemer asked Manager Whitman for an update. Manager Whitman reported that the TDC was currently looking into the idea. Councilman Register concurred and noted that the TDC proposes to use its marketing money to fund the program. Chief Morgan commented that this type of program would be a win-win for the City. Councilman Casto concurred and added that the TDC estimates investing roughly \$1 million of its marketing money into such a program. Councilman Register and Mayor Tettemer thanked the TDC. Mayor Tettemer noted at this point there did not appear to be direction to Staff needed. Attorney Davis reported that Staff was currently working with Dan Rowe at the TDC.

AI Software

Mayor Tettemer asked Manager Whitman for an update. Manager Whitman reported that Vice Mayor Jarman and Assistant City Manager White met with a company while he was on vacation. Vice Mayor Jarman concurred and reported that the company was very new. The Vice Mayor added that he did not want to abandon the program, and he hoped that Council would keep looking into the idea. **Council recommended and directed Staff to continue working with the company on the idea of using AI software in the beach safety program and perhaps using PCB in a free pilot program.**

Mayor Tettemer called for a 5-minute recess at 11:05 am.

Mayor Tettemer called the meeting back to order at 11:10 am.

ITEM 4. ORDINANCE NO. 1650 AMENDING CHAPTER 7 OF THE CITY'S CODE RELATED TO BEACH SAFETY FLAG WARNING SYSTEM ENFORCEMENT, FIRST READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Ordinance 1650 by title only. Mr. Davis explained Ordinance No. 1650 amends Section 7-12 of the City's Code to add additional enforcement for failure to heed the beach safety flag warning system. Mr. Davis added the amendments clarify the enforcement mechanisms necessary to provide consistent and clear enforcement to both City Staff and the public. Mr. Davis explained further that under the ordinance, a person may be subject to civil penalty if they enter the Gulf on a double red flag, and the Enforcement Officer determines that the violator knew

or should have known the water was closed to swimming. Mr. Davis added that the ordinance also preserves the City's ability to order people out of the water as a separate violation.

Mayor Tettermer opened the public hearing. Hearing and seeing none, Mayor Tettermer closed the public hearing.

Mayor Tettermer noted this item was available to Council. **Vice Mayor Jarman moved to approve Ordinance 1650. Councilman Register seconded the motion. All were unanimously in favor of approval of Ordinance No. 1650 by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

ITEM 5. RESOLUTION NO. 24-156, ANNUAL FIRE ASSESSMENT, PUBLIC HEARING.

Mayor Tettermer invited Attorney Davis to comment. Mr. Davis read Resolution 24-156 by title only. Mayor Tettermer invited Attorney Mark Lawson to the podium and called for comments from Council.

Mayor Tettermer recommended that the City explore the idea of a homestead exemption on the Fire assessment.

Vice Mayor Jarman noted he was of the opinion that the City have a 0% increase and inquired if the homestead exemption would be taken out of the general fund.

Mr. Lawson discussed helping Panama City with its homestead exemption. Mr. Lawson recommended against a homestead exemption and noted that a court has told the city that its assessments are fair.

Mayor Tettermer concurred with the Vice Mayor that he was also in favor of a 0% increase on the Fire assessment. Mayor Tettermer asked Council if everyone was in favor of a 0% increase and if they had an appetite for looking at a homestead exemption. **All Councilmembers concurred with the 0% increase and directed Staff to evaluate a homestead exemption, on the Fire assessment only, that meets the law and figure out what the impact would be on the general fund.**

Mayor Tettermer opened the public hearing.

Attorney Lawson explained that he was the City's special counsel, and the City Clerk had duly noticed the public hearings in the NewsHerald and on the Bay County public notices website. Mr. Lawson added that the City's responsibility was to provide information and further reported that all three assessments were subjected to judicial validation, found to be a benefit to property, and were fairly and reasonably proportioned.

Mayor Tettermer invited Mr. Reid to the podium.

1. Rex Reid, 202 Gulf Lane – Mr. Reid asked Council to table the assessments for a month. Mr. Reid discussed taxation without representation. Mr. Reid discussed and asked Council for a homestead exemption and a 50% reduction in CRA bills.

Attorney Lawson inquired if Madam Clerk had received any public comment. Ms. Fasone stated no. Mr. Lawson reported that he and his staff had tested the assessment email address several times with the City. [Ms. Wendy Grant's email objecting to the assessments received via the City Clerk's email Lynne.Fasone@pcbfl.gov on July 20, 2024, copy **attached**].

Mr. Lawson instructed Council that this is the point where Council needed to set the rates for the City budget. Mr. Lawson added that if Council desired to change the percentage, he was here to help with that, however he recommended that Council do so now so Council could get the percentage into its budget.

Mayor Tettermer called for further comments. Hearing and seeing no comments, Mayor Tettermer closed the public hearing at 11:25 am.

Mayor Tettermer noted this item was available to Council. **Vice Mayor Jarman moved to approve Resolution 24-156 at a 0% increase (no indexing for the upcoming fiscal year). Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution 24-156 at a 0% increase by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

ITEM 6. RESOLUTION NO. 24-157, ANNUAL STORMWATER ASSESSMENT, PUBLIC HEARING.

Mayor Tettermer invited Attorney Davis to comment. Mr. Davis read Resolution 24-157 by title only. Mayor Tettermer opened the public hearing. Hearing and seeing no comments, Mayor Tettermer closed the public hearing.

Mayor Tettermer noted this item was available to Council. **Vice Mayor Jarman moved to approve Resolution 24-157 at a 0% increase (no indexing for the upcoming fiscal year). Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution 24-157 at a 0% increase by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

***ITEM 7. RESOLUTION NO. 24-158, ANNUAL CRA ASSESSMENT, PUBLIC HEARING.**

Mayor Tettermer invited Attorney Davis to comment. Mr. Davis read Resolution 24-158 by title only.

Mr. Lawson asked Council if he should work with the gentleman who approached him (Mr. Reid) and/or work through the City Attorney to help answer his questions. Council recommended that Mr. Lawson work with the City Attorney.

Mayor Tettermer opened the public hearing. Hearing and seeing no comments, Mayor Tettermer closed the public hearing.

Mayor Tettermer noted this item was available to Council. **Councilmember Coburn moved to approve Resolution 24-158 at a 0% increase (no indexing for the upcoming fiscal year). Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution 24-158 at a 0% increase by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

***ITEM 8. RESOLUTION NO. 24-159, APPROVING AN EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP.**

Mayor Tettermer invited Attorney Davis to comment. Mr. Davis read Resolution 24-159 by title only. Mayor Tettermer invited Mr. Scott Passmore, CRA Manager to the podium.

Mayor Tettermer inquired as to when the Corradino Group took over Segment 3. Mr. Passmore reported they were engaged in March 2022 and further discussed being asked to take on the additional responsibilities of Segment 3. Discussion regarding the state of/condition of Segment 3 took place. Mayor Tettermer thanked the Corradino Group for taking over someone else's project and making substantial headway. Councilmember Coburn and Vice Mayor Jarman concurred and thanked Mr. Passmore for always being willing to communicate with the residents.

Mayor Tettermer called for public comment. Hearing and seeing no comments, Mayor Tettermer closed the public comment period. Mayor Tettermer noted this item was available to Council. **Councilman Costo moved to approve Resolution 24-159. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution 24-159 by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettermer	Aye

ITEM 9. RESOLUTION NO. 24-160, APPROVING AN AGREEMENT WITH NEW LINE SKATEPARKS FL, INC. FOR THE DESIGN AND CONSTRUCTION OF THE FRANK BROWN PARK SKATEPARK PROJECT.

Mayor Tettermer invited Attorney Davis to comment. Mr. Davis read Resolution 24-160 by title only. Mr. Davis reported the resolution would approve the contract with New Line for the design/build of the Skatepark at Frank Brown Park in the amount not to exceed \$1,400,000 and further designates the use of ARPA funds.

Mayor Tettermer inquired as to the length of the project. Attorney Davis report 21 weeks for design and about 18 weeks for construction. Councilman Casto clarified that the project was not to exceed \$1,400,000. Mr. Davis stated yes.

Mayor Tettermer called for public comment.

1. Charles Nelson, 221 Summer Breeze Road – Mr. Nelson commented that substantial support for this project came from outside of PCB, however, it seemed there was substantial support for more pickleball courts by PCB residents. Mr. Nelson spoke in favor of additional pickleball courts.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer invited Director Joyner to the podium and inquired if additional pickleball courts were currently planned for/budgeted. Director Joyner reported yes. Manager Whitman clarified that the City needed to complete its stormwater master plan at the Park first. A brief discussion regarding timing and bidding out the project while the stormwater plan was being finalized took place.

Mayor Tettemer noted this item was available to Council. **Vice Mayor Jarman moved to approve Resolution 24-160. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution 24-160 by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

***ITEM 10. RESOLUTION NO. 24-161, AUTHORIZING CHANGE ORDERS TO THE CITY'S AGREEMENT WITH CWR CONTRACTING, INC. FOR THE CONSTRUCTION OF THE FRONT BEACH ROAD SEGMENT 3 PROJECT.**

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution 24-161 by title only. Mayor Tettemer invited Mr. Scott Passmore, CRA Manager, to comment.

Mr. Passmore reported the current contract was a lump sum contract and this resolution would authorize the City Manager to execute change orders to the contract with CWR to address unforeseen circumstances such as minor drainage problems, small utility issues, all consistent with the original contract and no change in scope, in an amount not to exceed \$150,000.

Mayor Tettemer noted this was a project that the Corradino Group took over and they had moved it substantially forward. Councilmembers concurred. Mayor Tettemer called for public comment. Hearing and seeing no comments, Mayor Tettemer closed the public comment period.

Mayor Tettemer noted this item was available to Council. **Vice Mayor Jarman moved to approve Resolution 24-161. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution 24-161 by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

CITY MANAGER REPORT –Nothing further today.

CITY ATTORNEY REPORT – Attorney Davis clarified that the City complied in every way with respect to noticing the July and August special meeting. Mr. Davis added that City Council adopted Resolution 24-142 at its June 13 meeting setting the dates/times and the Resolution was noticed/published. Mayor Tettemer concurred and noted it appeared that the graphic on the website just needed to be updated.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register congratulated the Beach Schools and General McQueen on reaching “A” school status.

Councilmember Coburn thanked Council and the public for the great dialogue this evening.

Mayor Tettemer noted he wished to pay respects to the family of **Johnny Patronis** who passed away at 96. Mayor Tettemer talked about Mr. Patronis’ accomplishments and asked Manager Whitman to give Council direction on possibly **naming a roadway in his honor**, if Council agreed. **All Councilmembers concurred and directed Staff to look into it and come back to Council with options. Manager Whitman concurred.**

Mayor Tettemer thanked the Rotary Club for stepping up and partnering with the City. Mayor Tettemer commented on recently reviewing CRA parking and beach access, both being primary and secondary objectives in the Plan, and noted he hoped that the County would partner with the City to make that happen. Further discussion regarding the primary objectives of the CRA Plan took place.

Mayor Tettemer asked God to guide us, invited everyone to enjoy this evening’s Summer Concert, and announced that Council’s next meeting would be the Budget Workshop on August 6 at 8:30 am.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 11:59 a.m.

READ AND APPROVED this _____ day of August, 2024.

Stuart Tettemer, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC, City Clerk

* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

From: [Wendy Grant](#)
To: [Lynne Fasone](#)
Subject: Fwd: Assessment fees/taxes
Date: Saturday, July 20, 2024 4:32:59 PM

[CAUTION] This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Lynne,
Just wanted to make sure this is forwarded to the Mayor and council members for the July 25, 2024 council meeting. Thank you for your help.
Wendy Grant

Sent from my iPad

Begin forwarded message:

From: Wendy Grant <wendyleegrant@yahoo.com>
Date: July 4, 2024 at 9:31:34 AM CDT
To: spesialassessments@ockll.gov
Subject: Assessment fees/taxes

To the Mayor and City Council,

I have lived on PCB since 1976 and in my home since 1977. The fire department has never been called to my home and not one inch of impervious ground cover has been added to my property since it was built in 1977. The bus service has never been used once by me or my family. My home has never been a STR because it is not in a STR zone.

Most long term full time residents are now basically paying the impact fees, disguised as assessment fees, for all the new development and tourism. This has been extremely unfair to the people who live and work here year round, especially seniors on fixed incomes, who have worked for and in their community just to end up paying for the tourism and development that our local government and TDC has been promoting for years. Not all of us benefit from the tourism industry. In many ways it has become a hardship for locals just trying to get around and make a living.

If developers can't afford to pay impact fees then don't let them develop. If laws need to be changed to require them to pay, then change them.

These blanket assessment fees should never have been started. One size does not fit all. The developers should be paying for the increased needs for fire, police, stormwater mitigation, road and infrastructure improvements that are now needed because of all the tourism.

The old “there’s no ad valorem” doesn’t work either because we all pay taxes for our homes and every time we walk out our front door to go somewhere!

If these “fees” are to continue then they need to be looked at individually, case by case, and applied equally, based on the use of resources, in a fair manner instead of being piled on to the small amount of full time residents that actually live and work here.

Wendy Grant
415 Lantana Street
PCB 32407

Sent from my iPad



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Review and approve.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner. Staff recommends approval.

[08.08.2024.Surplus.Obsolete Items.pdf](#)



CITY OF PANAMA CITY BEACH
ITEMS REQUEST APPROVAL FOR DISPOSAL
August 8, 2024 City Council Meeting

ASSET

TAG	YEAR	MAKE	MODEL	TYPE	VIN/SN	DEPT	ADDITIONAL NOTES
CAPITAL ITEMS:							
00630	2011	KUBOTA	L3940DT	TRACTOR	7 1 3 6 7	WASTE WATER	CANOPY
00757	2014			RADAR MESSAGE TRAILER	1 K 9 B M 1 5 1 7 E T 2 4 4 5 8 3	POLICE	NEVER REGISTERED WITH DMV
00756	2014			RADAR MESSAGE TRAILER	1 K 9 B M 1 5 1 7 E T 2 4 4 5 8 5	POLICE	NEVER REGISTERED WITH DMV
00755	2014			RADAR MESSAGE TRAILER	1 K 9 B M 1 5 1 7 E T 2 4 4 5 8 4	POLICE	
00691	2013	KUBOTA	RTV400	AUTV/UTV	A 5 K E 1 C G M V C G 0 1 4 6 6 6	STREET	CANOPY
02540	2018	HONDA	TRX420FM1	AUTV/UTV	1 H F T E 4 0 2 K 2 J 4 4 0 0 4 0 7	BEACH RESCUE	FULL BODY RACK
02637	2019	RAM	1500	TRUCK	1 C 6 R R 7 F T 8 K S 6 9 2 1 4 3	BEACH RESCUE	SURFBOARD RACKS
2832	2021		DJI MAVIC DRONE	DRONE	4 G C C J 5 8 R O A 0 8 W U	FIRE	RETURN FOR SALE TO DOT

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter on the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, Legal

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Approve second reading of Ordinance No. 1649 amending the regulations for licensing cats and dogs and for keeping livestock and fowl in the City limits.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

N/A

N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

At the City Council meeting on June 13, the Council directed Staff to review the City's animal control code to remove licensing for cats and dogs and to make the permit requirements for livestock and fowl less burdensome for property owners seeking to keep these animals on their property with the permission of their neighbors. Within the City, there are currently two valid permits for the keeping of chickens, and no licenses issued for the keeping of dogs or cats.

The Ordinance was discussed by the Council at its June 27th meeting, and staff was directed to bring the Ordinance back for first reading with additional changes. This is the second and final reading for this Ordinance.

Ordinance 1649 repeals the requirement for licensing cats and dogs, and proposes that, rather than require an annual permit, a permit for fowl or livestock be valid unless written permission of neighboring owners is revoked. If new neighbors take possession, new written permission must be obtained. Furthermore, no roosters are permitted under this ordinance.

[Ord 1649.Amending Chapter 5.Animal Control.2nd Reading.pdf](#)

[Business impact Estimate - Animal Control.pdf](#)

[Proof Confirmation Ord 1649.pdf](#)

ORDINANCE NO. 1649

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 5, ARTICLE II, OF THE CITY'S CODE OF ORDINANCES RELATED TO ANIMAL CONTROL; AMENDING THE REQUIREMENTS FOR KEEPING LIVESTOCK OR FOWL IN THE CITY LIMITS; REPEALING THE LICENSURE REQUIREMENTS FOR THE KEEPING OF DOGS AND CATS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Chapter 5, Article II, Section 5-3 of the Panama City Beach Code of Ordinances related to Animal Control, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 5-3. Keeping livestock or fowl.

- (a) It shall be unlawful to keep any livestock or fowl within the city without first obtaining the written permission of the owners or occupants of all property abutting on the premises on which any such livestock or fowl are to be kept, and without further obtaining the written permission of the City Manager. ~~Each such permission shall expire and automatically terminate after one (1) year, and no such permission given, or contract for permission made, for a period longer than one (1) year shall be effective or enforceable after the day which is one (1) year after such permission was given or contract was made.~~ **Each such permission shall remain in effect unless revoked by an abutting owner or occupant at which point the owner shall have thirty (30) days to dispose of the livestock or fowl. If the livestock or fowl owner is made aware that the person or entity who provided the written permission no longer owns or occupies the abutting property, written permission must be obtained within thirty (30) days of the owner receiving actual knowledge of such change in ownership or occupancy.**
- (b) Any livestock or fowl kept within the city without the permission required by subsection (a) shall be subject to impoundment.
- (c) In the event that anyone shall obtain permission to keep livestock or fowl in the City, the pen, yard, place, or sty shall conform to the regulations as to sanitary conditions that the State Department of Health and Rehabilitative Services or the county health unit or department or the Chief of Police shall require.
- (d) It shall be unlawful to keep any rooster within the City under any circumstances.**

SECTION 2. From and after the effective date of this ordinance, Chapter 5, Article II, Section 5-31 of the Panama City Beach Code of Ordinances related to Animal Control, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 5-31. Licensing required.

- (a) Any person owning or keeping ~~or keeping any dog or cat or a~~ potbellied pig over five (5) months of age within the city must obtain a license as herein provided.
- (b) Written application for licenses shall be made to the licensing authority and shall include name and address of applicant, a description of the animal, the appropriate fee, and a rabies certificate issued by a licensed veterinarian.
- (c) If not revoked, licenses for the keeping of ~~dogs, cats and~~ potbellied pigs shall be for a period of one (1) year.
- (d) Application for a license must be made within thirty (30) days after obtaining a ~~dog, cat or~~ potbellied pig over five (5) months old. This requirement shall not apply to a nonresident keeping a ~~dog, cat or~~ a potbellied pig within the city for not more than sixty (60) days, nor to properly licensed animals owned by seasonal tourists.
- ~~(e) License fees shall not be required for seeing eye dogs or governmental police dogs.~~
- ~~(e)(f)~~ Upon acceptance of the license application and fee, the licensing authority shall issue a durable tag stamped with an identifying number and the year of issuance. Tags shall be designed so that they may be conveniently fastened or riveted to the animals' collar or harness.
- ~~(g) Dogs must wear identification tags on collars at all times when off the premises of the owners.~~
- ~~(f)(h)~~ The licensing authority shall maintain a record of the identifying numbers of all tags issued.
- ~~(g)(i)~~ The licensing period shall be from October 1 to September 30 of each year. All persons owning a ~~dog, cat or~~ potbellied pig over five (5) months old shall make an application for and secure an animal license ~~for their dog or cat~~ within the period commencing on September 1 and ending November 30 of each year. Persons applying for a license outside of the annual application period shall pay fifty (50) percent of the fee provided herein.
- ~~(h)(i)~~ A license shall be issued after payment of the applicable fee **of \$10 for each potbellied pig.**
 - ~~(1) For each unneutered male dog \$10.00~~
 - ~~(2) For each unneutered male cat 5.00~~
 - ~~(3) For each unspayed female dog 10.00~~
 - ~~(4) For each unspayed female cat 5.00~~
 - ~~(5) For each neutered male dog 2.00~~
 - ~~(6) For each neutered male cat 2.00~~
 - ~~(7) For each spayed female dog 2.00~~
 - ~~(8) For each spayed female cat 2.00~~
 - ~~(9) For each potbellied pig 10.00~~
- ~~(i)(k)~~ A duplicate license may be obtained upon payment of a one-dollar (\$1.00) replacement fee.
- ~~(j)(h)~~ No person may use any license for any animal other than the animal for which it was issued.
- ~~(k)(m)~~ Persons who fail to obtain a license as required within the time period specified in this section shall be required to (1) furnish the City satisfactory evidence of compliance within ten (10) days after receipt of a written notice of violation and (2) pay a late fee of ten dollars (\$10.00). Failure to comply within said ten (10) days shall be an offense punishable as provided in section 1-2 of this Code.

SECTION 3. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 5. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 6. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 8. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Panama City Beach, Florida, this 8th day of August, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettermer, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

Stuart Tettermer, Mayor

Posted on pcbfl.gov on the 11th day of July, 2024.

Posted on publicnoticesbaycountyfl.gov on the 29th day of July, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 5, ARTICLE II, OF THE CITY'S CODE OF ORDINANCES RELATED TO ANIMAL CONTROL; AMENDING THE REQUIREMENTS FOR KEEPING LIVESTOCK OR FOWL IN THE CITY LIMITS; REPEALING THE LICENSURE REQUIREMENTS FOR THE KEEPING OF DOGS AND CATS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

¹ See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance modifies the City's animal control code to remove licensing for cats and dogs and to make the permit requirements for livestock and fowl less burdensome for property owners seeking to keep these animals on their property with the permission of their neighbors.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

2. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):



CONFIRMATION OF YOUR NOTICE

This is receipt that your notice will appear on the website of **Bay County Publications** in the format shown below. If changes are needed, please contact the county prior to deadline at **(850) 747-5100**.

Notice ID: xvd5CXQnIhMQYFa4esck | **Last Updated: Jul. 29, 2024 at 01:33pm CDT**
Notice Name: Notice Ord 1649

The screenshot displays the Bay County Publications website interface. On the left, there is a search bar with the text "Search..." and a "Search" button. Below the search bar, there are filters for "Date" (03/27/2023 to 04/27/2023) and "Notice Type" (Select notice type). A "Reset" button and a "Get Alerts" button are also visible. The main content area shows a preview of a public notice. The notice title is "Public Notice" and it is published in Bay County on 03/27/2023. The location is "Bay County, Florida". The notice text is a placeholder: "Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum." The notice is categorized as "Public Notice" and is published in Bay County. At the bottom of the notice preview, there are buttons for "Share" and "Copy Link".

See Proof on Next Page

NOTICE IS HEREBY GIVEN that the following ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its special meeting to be conducted at **5 P.M on THURSDAY, AUGUST 8, 2024**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,

ORDINANCE NO. 1649

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 5, ARTICLE II, OF THE CITY'S CODE OF ORDINANCES RELATED TO ANIMAL CONTROL; AMENDING THE REQUIREMENTS FOR KEEPING LIVESTOCK OR FOWL IN THE CITY LIMITS; REPEALING THE LICENSURE REQUIREMENTS FOR THE KEEPING OF DOGS AND CATS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this Ordinance are invited to appear.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne.Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, City Council

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Consider approval this ordinance on first reading, at which point it would progress to a second reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

***5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:*** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections as permitted by sections 100.3605 and 166.021(4), Florida Statutes. Accordingly, this ordinance was drafted and discussed at the Council meeting on July 25, 2024, and is now being presented to the Council for a first reading.

For informational purposes, Council members asked for additional data on other municipal elections in Florida during November and election turnout in Bay County. Currently, 166 cities in the state of Florida hold their elections on the date of the November state, federal and county elections.

Voter turnout in prior general and municipal elections is as follows:

2024 Municipal Elections:

County April Municipal: 20.61%

Panama City Beach April Municipal: 26.71%

November General: N/A

2022 Elections:

County April Municipal: 14.13%

Panama City Beach April Municipal: 16.74%

November General: 54.08%

2020 Elections:

County April Municipal: 21.66%

Panama City Beach April Municipal: 26.33%

November General: 75.17%

2018 Elections:

County April Municipal: 13.55%

Panama City Beach April Municipal: 19.25%

November General: 52.87%

[Ord. 1651 Election Date First Reading.pdf](#)
[Business Impact Estimate-Nov Election.pdf](#)

ORDINANCE NO. 1651

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Section 7-3 of the City Charter of Panama City Beach City is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 7-3. - Conduct, generally.

- (a) Except as otherwise specifically provided by this Charter, all elections held by the City shall be conducted in accordance with all applicable provisions of the Florida Election Code.
- (b) Regular elections for the offices of Mayor and City Councilperson shall be held on ~~the third Tuesday of April after the third Monday of April~~ **the Tuesday next after the first Monday in November** of each even-numbered year **to coincide with federal, state, and county elections**. Each candidate for City Councilperson shall run City-wide. Each candidate for Mayor shall run City-wide. Electors shall be entitled to vote for one candidate from each ward and for one candidate for Mayor. The candidate receiving the highest number of the votes cast for that particular office shall be elected. In the event two or more persons receive an equal and highest number of votes for the same office, such persons shall draw lots to determine who shall be elected to the office.

SECTION 2. EFFECT ON EXISTING TERMS. In accordance with section 2-2 of the City Charter, the terms of all members of the City Council affected by this Ordinance shall be extended until each Councilmember's successor is duly elected.

SECTION 3. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 5. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of

Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section” or “article” or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 6. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 8. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

Stuart Tetteimer, Mayor

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance changes the date of municipal elections from April to November to coincide with state and federal elections as permitted by sections 100.3605 and 166.021(4), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

2. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, Legal

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of this ordinance at first reading, which will progress the ordinance to a second reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

The City Council raised a concern that utilities conducting work in the City's right-of-ways were causing damage that would not be identified until after the utility or contractor had left the work site. This ordinance adds a requirement in the City's permitting process for work in public right-of-ways that the permittee must notify property owners within 300 feet of the work site in writing of the identity of the permittee, contact information, and estimated dates of work. This notice must occur on or before beginning work, and proof of compliance must be provided to the City before the conclusion of the work.

[Ord 1652.Amending Chapter 19.Right of Way Boring.first reading.pdf](#)
[Business Impact Estimate.ROW Boring.pdf](#)

ORDINANCE NO. 1652

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Chapter 19, Article VIII, Section 19-154 of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 19-154. Permittee obligations.

- A. Telecommunications Towers, Small Wireless Poles, Collocations, and other wireless communications Facilities are governed additionally by the more specific requirements of the Panama City Beach Land Development Code.
- B. No person shall be granted a permit or otherwise be allowed to install any utility pole or any other Facility if such Facility would be three (3) or more feet above grade within a Right-of-way south of the centerline of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive. This prohibition shall not apply to light poles owned by the City. This prohibition does not apply to a utility pole or other Facility, regardless of ownership, if it complies with the Community Redevelopment Area-style light pole design and specifications and it either replaces an existing Community Redevelopment Area-style light pole or is installed in the location of a planned future Community Redevelopment Area-style light pole according to the best available Community Redevelopment Agency plans and Planning Department staff approval. Unless the Front Beach Road Community Redevelopment Agency adopts new light pole design and specifications for a portion of the City, complying with Community Redevelopment Area-style light pole design and specifications means following standards provided by the Front Beach Road Segment 2 Ornamental Aluminum Roadway Lighting and Banner Standard and the construction documents for Front Beach Road Segment 2 for the pole and light fixture, which are on file [in] City Hall. Compliance with these requirements also means all wiring and equipment must be contained underground or inside the pole so that it is not visible or distinguishes the pole and equipment from the Community Redevelopment Area-style light poles. Each such pole may have one box on the ground in the immediate vicinity of the pole for electrical or other equipment so long as it is not taller than three-feet from grade and matches the color and style of other utility boxes located in the Community Redevelopment Area right of way. Planning staff may approve minor deviations in design, brands, and materials that do not result in easily noticeable differences between the pole, fixture, and any visible equipment relative to the actual Community Redevelopment Area-style light poles. Applicants for the waiver under this paragraph must apply to the Planning Department using the procedures applicable to Small Wireless Poles provided by the Panama City Beach Land Development Code. Applicable underground utility requirements of the City Code and Land Development Code are waived for utility poles and other Facilities that strictly comply with this section and which are approved by the City Planning

Department, in recognition that such poles do not provide greater negative impacts to the community than the City's own light poles. Any existing utility poles or Facilities that would not be permissible under this rule shall not be permitted to be replaced, but may be maintained used and repaired, provided repairs do not exceed fifty (50) percent of the value of the utility pole or Facility.

- C. ~~Reserved.~~ **On or before commencement of the permitted work, Permittee shall provide written notice to all property owners within 300 feet of the location where work is being performed of the Permittee's name, contact information and estimated dates of work. Permittee shall provide the City with proof of compliance before the work is completed.**
- D. Permittee shall place or maintain all Facilities in the Right-of-way so as not to unreasonably interfere with the drainage of all lands lying within the City, the travel and use of the right-of-way by the public and with the rights and convenience of property owners who adjoin any portion of the right-of-way, and in a manner consistent with accepted industry practice and applicable law.
- E. Permittee shall not place or maintain its Facilities in the Right-of-way so as to interfere with, displace, damage or destroy any Facilities lawfully occupying the Right-of-way, including but not limited to sewers, gas or water mains, storm drains, pipes, cables or conduits of the City or any other Person.
- F. All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of Facilities in a Right-of-way.
- G. When requested by City, the Permittee shall, at Permittee's expense, make changes to the components or location of Facilities to conform to the reasonably necessary requirements of localized areas.
- H. Permittee shall coordinate its placement and maintenance activities with other utilities and the City when such activities require disturbance of the Right-of-way, and shall notify the City not less than twenty-four (24) nor more than seventy-two (72) hours in advance of any pavement cut. Unless otherwise authorized or directed by the City, Permittee shall use directional bores for any work to Facilities which require the crossing of a Right-of-way, or for the installation of Facilities parallel to a fully developed and landscaped urban curb and gutter Right-of-way.
- I. Where excavation of a Right-of-way is required, a Permittee shall comply with the Underground Facility Damage Prevention and Safety Act set forth in Chapter 556, Florida Statutes (2006), as it may be amended.
- J. Permittee shall use and exercise due caution, care and skill in performing permitted work in a Right-of-way and shall take all reasonable steps to safeguard work site areas.
- K. A Permittee shall, upon thirty (30) days written notice by any person holding a City Right-of-way Permit, temporarily raise or lower its Facilities to allow the work authorized by the Permit, at the requesting Permittee's expense.
- L. After the completion of any placement or maintenance of a Facility in a Right-of-way or each phase thereof, a Permittee shall, at its expense, restore to its original condition the Right-of-way and any other public or private property damaged or destroyed in whole or in part by Permittee, its agents, servants or employees in exercising the privileges granted by the Permit. If the Permittee fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement and maintenance, the City may perform the restoration and charge the costs of restoration against the Permittee in accordance with Section 337.401, Florida Statutes, (2006), as it may be amended. A Permittee shall guarantee its restoration work and shall correct any restoration work that does not satisfy the City's requirements at its own expense for twelve (12) months following written acceptance of the permitted work by the City Engineer.

- M. Permittee shall warrant that all work performed in connection with the placement or maintenance of a Facility in a Right-of-way will be of good quality and in conformance with the Plans and Specifications submitted with the application and approved by the City.
- N. Upon completion of the placement or maintenance of a Facility in a Right-of-way, Permittee shall promptly file three (3) copies of complete and accurate "as-built" plans identifying and locating those portions of the Facilities placed in the Right-of-way.
- O. Permittee shall at all times comply with and abide by all applicable provisions of state and federal law, and City ordinances, codes and regulations in placing or maintaining a Facility in a Right-of-way, for so long as Permittee places or maintains a Facility in a Right-of-way.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____ 2024.

Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

¹ See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance adds a requirement to the City's right of way permitting process for utilities that requires notification to property owners within 300 feet of the site where work is being performed at or before the time for work commences. The notice must contain the contractor's name, contact information, and estimated dates of work.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct economic impact to private utilities will be the cost to print and post notifications. This cost is difficult to estimate, but workers can be present at the site already to commence work, which limits the additional expense to post notification. The cost of printing is expected to be minimal. No charges are imposed by the City or collected by the City.

2. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The total number is unknown but includes generally all private utilities seeking to work in the City's right of way who must undergo the permitting process.

4. Additional information the governing body deems useful (if any):



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lillian Mulligan, Public Works

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of a combined task order and notice to proceed for Gemini Engineering & Sciences, Inc. in an amount not to exceed \$425,000.00 for professional stormwater engineering services relating to the Master Services Agreement approved by the City Council dated December 28, 2021.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

Public Safety

Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

On November 10, 2022, City Council passed Resolution 23-39 approving Task Order 23-01 for Gemini Engineering & Sciences, Inc. to perform an assessment of the Lullwater Lake existing stormwater conditions and potential restoration activities relative to the lake's long-term water quality management needs. The scope of services included background data gathering and review, bathometric survey of Lullwater Lake only, partial water quality and sediment sampling, assessment of sustainability of water quality standards, stormwater water quality analysis, and evaluation of potential improvements.

In June 2023, the City received notification from the Florida Department of Environmental Protection (FDEP) of the potential award of \$3 million dollars for eligible work completed after July 2023 for this project. On January 11, 2024, the City Council Passed Resolution 24-70, approving the grant agreement with FDEP. Prompted by the recent receipt of funding and the insights gained from Part I tasks under Task Order 23-01, Gemini Engineering provided a revised scope of services that redefined and expanded original Phase II tasks and designated them as Part II tasks.

The new task order builds upon the on-going assessment to develop a comprehensive investigation and enhancement of the environmental and stormwater management framework within the Lullwater Lake Basin. This project includes the construction of improved connectivity and flow between the lakes within this basin, strategic removal of invasive aquatic vegetation, and dredging of accumulated organic sediments (muck) in the lake system. These actions are designed to significantly improve the ecological health and water quality of the basin, aligning with the City's Stormwater Management Master Plan (SMMP) and broader environmental restoration objectives. The scope of services include regulatory coordination and permitting preparation, expanded water quality and sediment sampling, bathometric surveys of the system, design and permitting of stormwater improvements, and lake restoration.

Staff recommends approval of a combined task order and notice to proceed with Gemini Engineering Services, Inc. in an amount not to exceed \$425,000.00 for professional stormwater engineering services under the Master Services Agreement approved by City Council dated December 28, 2021. Funding for this design and assessment project is available in the FY24 stormwater budget.

[Res 24-165.Gemini Engineering.Lullwater Stormwater Task Order.pdf](#)

[Gemini Task Order 2024-02.signed.version2.pdf](#)

[Res 22-65.Stormwater - Gemini signed.pdf](#)

[Res 23-39.Gemini Engineering Task Order.Lullwater Lake Basin H2O Investigation.pdf](#)

[Res 24-70.FL Dept Environmental Protection.Lullwater Grant.PDF](#)

RESOLUTION NO. 24-165

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED WITH GEMINI ENGINEERING AND SCIENCES, INC. FOR STORMWATER WATER QUALITY INVESTIGATION RELATED TO LULLWATER LAKE BASIN IN THE AMOUNT NOT TO EXCEED \$425,000.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Combined Task Order #2024-02 to its Master Services Agreement with Gemini Engineering and Sciences, Inc. for Professional Stormwater Engineering Services dated December 28, 2021, related to the Lullwater Lake Basin Stormwater Water Quality Investigation, in an amount not to exceed Four Hundred Twenty-Five Thousand Dollars (\$425,000.00), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of August, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2024-02

DATE 7/26/2024

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GEMINI ENGINEERING & SCIENCES, INC. RELATING TO PROFESSIONAL ENGINEERING SERVICES dated 12/28/21, (the "Agreement"), the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Lullwater Lake Restoration and Stormwater Water Quality Improvement.

Engineer's total compensation shall be (check one):

X a stipulated sum of \$ 425,000.00; or

 a stipulated sum of \$ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of \$ for , and

Allowance of \$ for ; or

 a fee determined on a time-involved basis with a maximum cost of \$;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on August 8, 20 24, and shall be completed within 205 calendar days. The date of completion of all work is therefore March 1, 20 25. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

Ted A. O.
Vice President

GEMINI ENGINEERING & SCIENCES, INC.

By: [Signature] Date: July 26, 2024
Its: President

CITY OF PANAMA CITY BEACH, FL.

ATTEST:

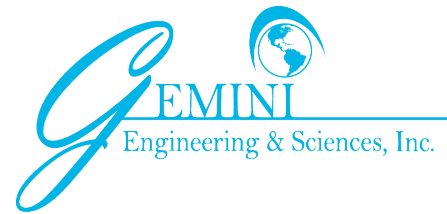
City Clerk

By: Date:
City Manager

Lullwater Lake Restoration and Stormwater Water Quality Improvement

City of Panama City Beach

July 23, 2024



SCOPE OF SERVICES

SECTION 1. PROJECT BACKGROUND

This statement of work outlines the responsibilities of Gemini Engineering & Sciences (PROFESSIONAL) and the City of Panama City Beach (CITY) for the expanded Stormwater Water Quality Investigation of the Lullwater Lake Basin. Leveraging funding from the Florida Department of Environmental Protection (FDEP), this effort builds upon an on-going assessment (Task Order 2023-01) to develop a comprehensive investigation and enhancement of the environmental and stormwater management framework within the Lullwater Lake Basin. The overall outcomes of this project, in conjunction with the original efforts initiated by the CITY, aim to facilitate the construction of improved connectivity and flow between the lakes, strategic removal of invasive aquatic vegetation, and dredging of accumulated organic sediments (muck) in the lake system. These actions are designed to significantly improve the ecological health and water quality of the basin, aligning with the CITY's Stormwater Management Master Plan (SMMP) and broader environmental restoration objectives.

The scope of services outlined here serves as a preparatory step, providing critical data and insights necessary for subsequent, more targeted restoration efforts ultimately aimed at significantly improving the ecological health and water quality of the basin, aligning with the CITY's Stormwater Management Master Plan (SMMP) and broader environmental restoration objectives.

SECTION 2. SCOPE OF SERVICES

The tasks designated as Phase I under Task Order 2023-01, and subsequently clarified as Part I by the Scope of Work dated March 21, 2023, will be finalized as planned. However, prompted by the insights gained from the Part I tasks and the funding recently received from the Florida Department of Environmental Protection (FDEP), the Phase II tasks originally outlined in Task Order 2023-01 are herein redefined, expanded, and designated as Part II. This strategic shift allows for a more comprehensive approach to the proposed improvements. As detailed in Task Order 2023-01, the progression in design and permitting for these improvements is contingent upon the enhanced water quality sampling initiatives being proposed and subsequent discussions with regulatory agencies. Therefore, we provide our current, best-estimated outline of the tasks based on the latest available information.

The effort included in this work order aligns with Task no. 1, as indicated in the City's agreement no. LPA0609 with FDEP.

The Scope of Work for this assignment will include the following specific services.

Task 1 – Regulatory Coordination and Permitting Preparation

The objective of this task is to ensure full regulatory compliance and smooth progression of the permitting process for the Lullwater Lake project. This involves early and proactive coordination with the Florida Department of Environmental Protection (FDEP), comprehensive research into necessary permits, and strategic discussions with City staff to align project planning with regulatory requirements and local policies.

Key meetings will also include a general public meeting to engage broader community feedback, and a presentation to the City Council to align project objectives and outcomes with local governance priorities.

Additional activities under this task include quarterly progress reporting, scheduling and conducting key meetings, and capturing periodic aerial or street-view imagery of the project site for detailed progress documentation during the course of the Design and Permitting task.

Task 2 – Expanded Water Quality and Sediment Sampling

The objective of this task is to conduct a systematic and thorough assessment of water quality and sediment characteristics within Lullwater Lake and the encompassing lake system. This assessment will build on previously gathered data, expanding the scope to identify and quantify sources of nutrients, contaminants, and potential impacts from stormwater activities. The sampling strategy is designed to capture seasonal variations and provide a comprehensive dataset for informed decision-making.

Sampling sites are strategically selected to cover the entire lake system, including Lullwater, Star, Palm, Gulfview, and Seahorse Lakes, with additional sites at the northern inflow and key exchange points between lakes, as necessary. Sampling will occur during two distinct periods—spring (May 2024) and summer (July-August 2024)—to assess seasonal conditions.

Up to nine (9) lake bottom sediment cores will be collected and analyzed for geotechnical and chemical parameters. This will include testing for organic compounds and other sediment-bound contaminants to assess the sediment's quality and its potential impact on water quality and aquatic life.

Up to fourteen (14) water samples will be collected for a detailed analysis of water quality parameters. The analyses will include, but not be limited to:

- Nutrients (nitrogen, phosphorus) to understand eutrophication risks.
- Fundamental water quality parameters including pH, temperature, dissolved oxygen, conductivity, total dissolved solids (TDS), and oxidation-reduction potential (ORP).
- Organic matter content, biological oxygen demand (BOD), to assess the organic load and its effect on oxygen levels and aquatic life.
- Microbial indicators, such as fecal coliform and E. coli to evaluate biological contamination risks.
- Metals to assess potential toxicity and regulatory compliance, such as arsenic, cadmium, chromium, copper, lead, nickel, zinc, barium, selenium, and mercury.
- General chemistry such as alkalinity, hardness, color, total suspended solids (TSS), and chlorides.
- Additional chemical parameters such as Volatile Organic Compounds (VOCs), pesticides, and herbicides to identify chemical pollutants and their sources.

The combined supplemental data from sediment and water quality sampling will be utilized to assess the potential release of contaminants by possible dredging or excavation, which will be considered as part of the stormwater improvements. This comprehensive analysis will inform the project team about the current state of the lake system.

Task 3 – Targeted Surveys

This task is designed to supplement and enhance the data collected during Phase I, addressing any deficiencies and ensuring a robust foundation for project decisions. The surveys may cover:

- Additional Topographic Surveys to provide detailed elevation data across the project area, focusing on previously unexplored or inadequately mapped sections.
- Structural Surveys of Existing Infrastructure to evaluate the condition and capacity of existing stormwater infrastructure to determine necessary upgrades or replacements.
- Right of Way (ROW) and Boundary Surveys to identify legal boundaries and rights of way that may impact the construction and maintenance of potential design elements.
- Utility Surveys to locate and document existing underground utilities within and surrounding the project area.
- Supplemental Hydrographic Surveys

Task 4 – Design and Permitting of Stormwater Improvements and Lake Restoration

This task focuses on the design and permitting process necessary for implementing stormwater management enhancements aimed at addressing the critical relationship between stormwater inflow and the health of the Lullwater Lake System. Key components of this task include:

- Stormwater Flow and Hydraulic Connectivity. Central to our efforts is the enhancement of stormwater flow and hydraulic connectivity, particularly to improve the existing hydraulic connectivity with Seahorse Lake, as well as conveyance to Lullwater Lake.

Improving these connections is essential for effective stormwater management, directly impacting flood mitigation and water quality.

- **Vegetation and Sediment Management.** A strategic approach to managing vegetation and sediment will include evaluating staging options for the efficient spraying, removal, and disposal of invasive vegetation and accumulated sediments (muck).
- **Dredge Basin Consideration.** The design and implementation of a dredge basin within the project area as a sediment management strategy will be explored. This will facilitate the containment and potential repurposing of dredged materials.
- **Best Management Practices (BMPs).** Investigation of potential BMPs, including deployment of a floating wetlands, and potentially others such as baffle boxes, into the stormwater management design. These practices are effective in capturing sediment and pollutants, thereby improving stormwater quality in the lake system.
- **Lakeview Circle Emergency Access.** During the design process, we will assess the necessity for temporary secondary egress and ingress to the Lakeview Circle neighborhood to support potential future construction activities. This secondary access, while initially intended to mitigate disruptions during future construction, could potentially be established as a permanent emergency entrance/exit.
- **Permitting and Regulatory Compliance.** Obtaining the necessary environmental and construction permits for spraying, harvesting, and dredging activities, ensuring that all aspects of the stormwater management enhancements comply with local, state, and federal regulations.
- **Use of Modeling Tools.** Employing modeling tools to evaluate the long-term effectiveness of the proposed stormwater management enhancements. While not the sole focus, models like BATHTUB can provide valuable insights into nutrient loading and water quality changes over time, informing adaptive management strategies.
- **Community and Economic Considerations.** The design and scheduling of stormwater management activities will be carefully planned to minimize impacts on the City's tourism economy.

SECTION 3. SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services:

- Direct implementation of stormwater management improvements.
- Long-term operation and maintenance of installed stormwater solutions.

- Environmental monitoring.
- Benefit-Cost Analysis
- Field survey of the wetland delineation line around Lake Lullwater and proposed dredge limits will not be required. Will assume work will be completely within wetlands.
- Professional geotechnical assessment is not currently assumed.

SECTION 4. DELIVERABLES

Gemini Engineering & Sciences will complete Tasks 1 through 4 and deliver to the CITY the following:

- Detailed reports from the water quality and sediment sampling efforts.
- Results of the enhanced topographic surveys.
- Conceptual and detailed designs, documentation, and permits of the proposed stormwater improvements.

SECTION 5. INFORMATION AND SERVICES TO BE PROVIDED BY CITY

The CITY will provide the following information and services at the time of notice to proceed:

- Latest stormwater inventory GIS features and photographs for our study areas, as available.
- Potential additional information of City-owned septic, sewer and stormwater infrastructure, as necessary, beyond what is available within the City's stormwater inventory.
- Assistance with regulatory coordination, providing necessary documentation, support, and attendance associated with permitting research.
- Support for community engagement activities, facilitating access to community groups and public meetings.

SECTION 6. PROJECT SCHEDULE

Notice to proceed will be August 8, 2024. Non-permit related tasks to be completed by March 1, 2025. Regulatory permitting timelines are agency dependent, and could exceed 120 days from initial submittal.

SECTION 7. COMPENSATION

Gemini Engineering & Sciences shall perform the Scope of Services on a Not-to-Exceed basis per task. The total Not-to-Exceed fee for this Scope of Services is \$425,000.00.

RESOLUTION NO. 22-65

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE AND EXECUTE A MASTER SERVICES AGREEMENT FOR PROFESSIONAL STORMWATER ENGINEERING SERVICES FOR THE CITY STORMWATER MASTER PLAN, WITH GEMINI ENGINEERING.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for professional stormwater engineering services for the City stormwater master plan which will include modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, preliminary design of major stormwater improvements. Services include but are not limited to a) modeling of the stormwater master plan to determine current adequacy of the system and future needs, b) engineering services related to FEMA floodplain mapping and compliance c) evaluation of floodplain/wetland capacity and adverse effects to stormwater system of proposed projects within floodplain/wetlands d) identify deficiencies and perform modeling and preliminary design of large scale basin drainage improvements for City staff or other consultants. e) NPDES/MS4 system evaluation and permitting and/or other regulatory related stormwater compliance assistance, f) assistance with grant/loan funding, and g) assistance with implementation of new or change stormwater regulations; and

WHEREAS, six firms responded to the RFQ; and

WHEREAS, a five-member evaluation committee individually reviewed the statements of qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications, the committee ranked Gemini Engineering No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized and directed to attempt to negotiate a Master Services Agreement for professional stormwater engineering services for the City Stormwater Master Plan with **one** Firm in the following order of ranking:

First -	Gemini Engineering
Second-	Geosyntec
Third-	Baskerville-Donovan; and

2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City Master Services Agreement in the general form attached, incorporated and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of each agreement shall be conclusive evidence of such approval, **provided however**, that individual tasks must be assigned to each firm by separate Task Order specifying the scope of the task and the manner and amount of compensation under the terms contained in the agreement, and **provided further** that each Task Order must be approved by the City Council or City Manager depending on the amount of compensation.

THIS RESOLUTION shall be effective immediately upon passage.

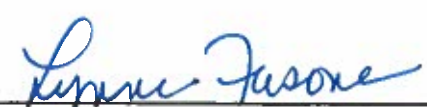
PASSED in special session this 9th day December, 2021.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH
AND
GEMINI ENGINEERING & SCIENCES, INC.
RELATING TO
PROFESSIONAL STORMWATER ENGINEERING SERVICES
FOR CITY STORMWATER MASTER PLAN**

THIS AGREEMENT is made and entered into this 28th day of December, 2021, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **GEMINI ENGINEERING & SCIENCES, INC.** ("Engineer").

PREMISES

WHEREAS, City desires to have Engineer assist City with Stormwater Engineering Services for the City stormwater master plan, including modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, preliminary design of major stormwater improvements. Work will consist of professional engineering planning, modeling, preliminary design of regional stormwater projects and permitting on a wide variety of general and specialized stormwater projects where at least 70% of the estimated scope is included in the thresholds listed in the title above. Incidental stormwater engineering within the overall scope of the project is also included. This work will be for services including, but not limited to – a) modeling of the stormwater master plan to determine current adequacy of the system and future needs, b) engineering services related to FEMA floodplain mapping and compliance c) evaluation of floodplain/wetland capacity and adverse effects to stormwater system of proposed projects within floodplain/wetlands d) identify deficiencies and perform modeling and preliminary design of large scale basin drainage improvements for City staff or other consultants. e) NPDES/MS4 system evaluation and permitting and/or other regulatory related stormwater compliance assistance, f) assistance with grant/loan funding, and g) assistance with implementation of new or change stormwater regulations.

The projects shall meet the following criteria: a) related to City construction projects for which construction costs do not exceed \$4,000,000, or b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$500,000, or c) Related to City stormwater facilities and improvements which are included in the Stormwater Departments then current Five (5) Year Capital Plan, or d) Related to sub-services e), f) and g) above (collectively, the "Professional Services"); and

WHEREAS, City desires to employ Engineer for those purposes upon the terms and conditions in this Agreement, and Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. City retains Engineer to diligently, competently and timely perform the "Professional Services" on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be assumed to include all compensation which City will owe Engineer for the subject services, including all reimbursable expenses.

B. If accepted by City, the proposed scope of work shall be incorporated into a task order in materially the form attached as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different Engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firms on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 7.

D. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Engineer to perform any services and nothing herein shall be construed as entitling Engineer to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

E. Engineer represents to City that it has expertise in the type of professional services that will be required. City's consent or approval of any services provided by Engineer in no manner or way will relieve Engineer of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Engineer shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Engineer remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Engineer's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Engineer shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Engineer shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Engineer's other project related documents and records, shall be maintained by Engineer and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all such documents and records during normal business hours. Engineer shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Engineer's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Engineer under this Agreement or any particular Task Order. Engineer will be compensated for any such changes directed or authorized by City as set forth in Section 6.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one digital copy of deliverable for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order as follows:

- 1) Where a stipulated sum is specified, City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-incurred basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement certified by Engineer in form and detail reasonably acceptable to City.
- 3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Engineer's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.
- 4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Engineer in part or in full to the extent reasonably necessary to protect City's interests.

- 5) Engineer shall be required to provide such supporting documentation for its invoice as may be required by City.
3. **SCHEDULE:** The time schedule for Engineer's performance of the required services under any particular Task Order, shall be set forth in that Task Order.
 4. **CITY'S RESPONSIBILITY:** As reasonably requested by Engineer, City shall furnish Engineer with such existing data, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Engineer and the originals returned to City. Unless otherwise noted, the Engineer shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.
 5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that City designates the City Engineer or his/her designated representative to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the City Engineer nor his/her designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Engineer's required services, 2) the amount of compensation City is obligated or committed to pay Engineer, or 3) the scope or quality of services to be provided and performed by Engineer. The City Engineer and/or his/her designated representative shall have, but not be limited to, the following responsibilities:
 - A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Engineer.
 - B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - C. Give prompt written notice to Engineer whenever the City Engineer or his designated representative observes or otherwise becomes aware of any defects or changes necessary in the project.

6. **ADDITIONAL SERVICES/CHANGES IN SCOPE:**

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Engineer may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Engineer without City's express prior written approval or direction. If Engineer reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Engineer shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Engineer's notice of Additional Services and City directs Engineer to proceed with such services, Engineer must submit a written claim to City within seven (7) calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Engineer believes constitutes Additional Services, waives Engineer's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Engineer under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Engineer's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Engineer to provide such Additional Services as reasonably determined by City.

B. Engineer hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Engineer. Engineer shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Engineer under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Engineer to terminate any Task Order previously issued and in effect prior to Engineer's notice of termination for convenience. In the event of a termination for convenience by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination. In the event of such termination for convenience by Engineer, Engineer's sole and exclusive recovery against City shall be

limited to that portion of Engineer's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Engineer be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Engineer shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Engineer is in default, Engineer shall have seven (7) calendar days following receipt by Engineer of said written notice to remedy and cure the default. If such default is not remedied or cured by Engineer within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Engineer. City has the right to off set all damages it suffers as a result of Engineer default from any and all amounts it may owe Engineer under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Engineer, Engineer shall pay City such excess within ten (10) days of Engineer's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Engineer to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Engineer have the authority to terminate any Task Order for which the subject default does not apply. If Engineer so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Engineer may terminate the subject Task Order. In the event of such termination by Engineer, and subject to the terms of this Agreement, Engineer shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for

convenience by City provided for in paragraph 7.A above and Engineer's remedies against City shall be the same as and limited to those afforded Engineer under Section 7.A above.

E. Upon any termination and at no additional cost to City, Engineer shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Engineer's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Engineer may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for an initial term of 4 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for two consecutive extended terms of two years each, by written notice delivered to the Engineer at least 30 days prior to expiration of the current term.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Engineer shall defend, indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Engineer, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Engineer. Engineer's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Engineer actually defends City and City is ultimately found responsible for such claims, City shall reimburse Engineer its defense costs, including

attorneys' and expert fees, incurred by Engineer in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

A. Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) **Worker's Compensation:** For all of its employees engaged in work on a project under this Agreement. In case any employee engaged in hazardous work on a project is not protected under the Worker's Compensation Statute, Engineer shall provide Employer's Liability Insurance for the protection of such of its employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory

Coverage B - Employer's Liability - \$100,000 each accident

- \$100,000 each employee

- \$500,000 policy limit for disease

2) **General, Automobile and Excess or Umbrella Liability Coverage:** Engineer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial 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 total amount of coverage required.

3) **Commercial General Liability Coverage.** 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, 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.

Engineer 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 CITY's acceptance of renovation or construction projects.

4) **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.

5) **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 should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

6) **Additional Insurance.** The City requires the following additional type of insurance:

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- **Hold Harmless**

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- **PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE**

The Successful Respondent shall maintain in full force for five years from the date of the completion of the last task under the party's agreement Project Specific Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence/ \$3,000,000 annual aggregate.

If a claim 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.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Engineer shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR

NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.” All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City at least 15 days prior to the renewal date. **Certificate Holder will be addressed as the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Engineer's obligation to fulfill the insurance requirements herein.

11. NEGOTIATION DATA: Engineer hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Engineer in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Engineer's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Engineer hereby assigns to City all rights, including all copyrights, to the Project Documents. Engineer acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Engineer will take all actions necessary to secure for City all such right, title, and interest. Engineer warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Engineer shall obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Engineer shall assign to City any and all rights, including any copyrights, in the Project Documents that Engineer may possess, now or in the future, and Engineer will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Engineer shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Engineer shall execute any additional documents required by City to further evidence this

assignment. Engineer, at its own expense, may retain copies of the Project Documents for its files and internal use. Engineer shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Engineer.

B. Engineer warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Engineer hereby consents to City's use (including any use by any replacement Engineer retained by City) of the Project Documents to complete a project following any termination of Engineer hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Agreement. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Engineer's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Engineer as to any particular Task Order shall commence upon execution of that Task Order and Engineer's receipt of written notice to proceed with such services from City Manager or his designee.

B. Engineer agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Engineer's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Engineer of its duty to perform or give rise to any right to damages or additional compensation from City. Engineer expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of

the plans, permits and drafts of special provisions submitted by Engineer or any other delays not due to the fault or neglect of Engineer, which delay the applicable schedule completion date, Engineer's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Engineer's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Engineer, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Engineer agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Engineer without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Engineer is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

A. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Engineer covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Engineer and all of its work product shall comply with all Federal,

State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Engineer shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

16. ASSIGNABILITY: Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR: Engineer is and shall remain an independent contractor and not an employee of City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Engineer acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, Engineers, construction managers, contractors, and counsel assisting and

advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Engineer agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter 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 City.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

e. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.

25. EVERIFY: Engineer is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Engineer shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Engineer, the Engineer may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**CITY OF PANAMA CITY BEACH,
FLORIDA, a municipal corporation**

By: 

Drew Whitman, City Manager

ATTEST:



Lynne Fasone, City Clerk

**GEMINI ENGINEERING & SCIENCES,
INC., ENGINEER**



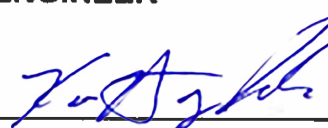
WITNESS

PRINT NAME: Theodore Sisak



WITNESS

PRINT NAME: Jeffrey Stevens

By: 

Its: President

EXHIBIT A**HOURLY RATE AND UNIT COST SCHEDULE**

EXHIBIT B**COMBINED TASK ORDER AND
NOTICE TO PROCEED**

TASK ORDER NO. _____

DATE _____, 202__

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND _____ RELATING TO PROFESSIONAL STORMWATER ENGINEERING SERVICES FOR CITY STORMWATER MASTER PLAN, dated _____, 202__, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____

Engineer's total compensation shall be (check one):

_____ a stipulated sum of \$ _____; or

_____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

_____ a fee determined on a time-involved basis with a maximum cost of \$ _____:

As set forth upon incorporated Attachment B, Fee Breakdown.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.

The parties agree that reimbursable expenses shall not exceed \$ _____.

Work shall begin on _____, 202__, and shall be substantially completed by _____, 202__. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

By: _____

Its: _____

Date: _____

CITY OF PANAMA CITY BEACH, FL

By: *[Signature]*

City Manager

Date: 12-28-21

ATTEST:

[Signature]
City Clerk

RESOLUTION NO. 23-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH GEMINI ENGINEERING & SCIENCES, INC. FOR ENGINEERING SERVICES RELATED TO LULLWATER LAKE BASIN STORMWATER WATER QUALITY INVESTIGATION, IN AN AMOUNT NOT TO EXCEED \$150,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2023-01 to its Master Services Agreement with Gemini Engineering & Sciences, Inc. for Professional Stormwater Engineering Services dated December 28, 2021, related to the Lullwater Lake Basin Stormwater Water Quality Investigation, in the amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 10th day of November, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2023-01

DATE 11/10/2022

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GEMINI ENGINEERING & SCIENCES, INC. RELATING TO PROFESSIONAL ENGINEERING SERVICES dated 12/28/21, (the "Agreement"), the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Lullwater Lake Basin Stormwater Water Quality Investigation.

Engineer's total compensation shall be (check one):

☒ a stipulated sum of \$ 150,000.00; or
☐ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 Allowance of \$ _____ for _____, and
 Allowance of \$ _____ for _____; or
☐ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20 22, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20 22. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

GEMINI ENGINEERING & SCIENCES, INC.

By: _____ Date: _____
 Its: _____

ATTEST:

CITY OF PANAMA CITY BEACH, FL.

By: _____ Date: _____
 City Manager

 City Clerk

**Lullwater Lake Stormwater Water Quality Investigation
City of Panama City Beach**

October 31, 2022



SCOPE OF SERVICES

SECTION 1. PROJECT BACKGROUND

This statement of work describes the responsibilities of Gemini Engineering & Sciences (PROFESSIONAL) and the City of Panama City Beach (CITY) for the Stormwater Water Quality Investigation of the Lullwater Lake Basin. The scope of work for this project is to provide support to the CITY by conducting an Assessment of the Lullwater Lake existing stormwater conditions and potential restoration activities relative to the Lake's long-term water quality management needs.

The overall effort will complement an expanded Hydrologic and Hydraulic (H&H) Stormwater Modeling Study of the Lullwater Basin which will further improve the City's Stormwater Management Master Plan (SMMP), and will include coordination with overlapping aspects of on-going CRA activities and the Lullwater Stormwater Outfall project. This project aims to assess water quality impacts of Lullwater Lake and its drainage basin and to evaluate potential options for improvements. It will propose a master strategy to accomplish the determined goals while meeting regulatory requirements. The assessment will address the concerns expressed by local residents regarding the restoration and enhancement of water quality and stormwater drainage in the Lullwater Lake Basin.

SECTION 2. SCOPE OF SERVICES

The effort outlined in this proposal has been divided into two phases. Phase I involves the technical and scientific investigation while Phase II emphasizes the possible permitting of improvements. The exact course to be followed for Phase II will be dependent upon the results from Phase I, however, we have provided our best estimate for Phase II based on information available today.

The Scope of Work for this assignment will include the following specific services.

PHASE I

Task 1 – Background Data Gathering and Review

Task 1 includes gathering and reviewing existing and available background information available from the CITY and obtained from other regulatory and academic sources. This task will ensure that the objective of this assignment can be accomplished consistent with all relevant regulations and legal requirements. Therefore, this task will include collection and review of public waters and wetland maps, property information and other publicly available GIS database information, as necessary.

Permitting and Agency Coordination: Schedule meetings with the regulatory agencies (FDEP, USACE) to introduce the project, data collection to date, and project goals along with anticipated schedules. The results from this meeting will provide an initial review and identify potential issues that may need to be addressed during the permitting phase.

Task 2 – Surveys of lake bathymetry and water quality conditions in Lullwater Lake

Bathymetry Survey: Task 2 includes planning and conducting surveys to assess current lake bottom physical conditions and water quality status in the lake. This will include a bathymetry survey to determine depth to and thickness of sediment deposits and a survey of conditions on the lake surface. Investigations and early discussions with contractors will also be undertaken as needed.

Water Quality Assessment: Perform field surveys of the lake surface and water column to assess water quality, including water clarity and the extent and quality of aquatic vegetation.

Task 3 – Water Quality and Sediment Sampling

Task 3 includes planning the locations and timing of sampling, collection and analyses of both lake water and sediments to assess water quality and sediment characteristics in Lullwater Lake and the overall Lullwater Lake Basin. Sample data will be used to assess the potential for any release of contaminants from the sediments by possible dredging or excavation, which will be considered as part of potential stormwater improvements. Estimated data collection and testing include:

- a. **Sediment Collection:** Collect up to eighteen (18) lake bottom sediment cores and submit to laboratory for analysis of geotechnical and chemical parameters.
- b. **Water Quality Collection:** Collect up to six (6) lake water samples and submit to laboratory for analysis.

Task 4 – Stormwater Modeling Updates and Assessment of Sustainability of Water Quality Standards

Task 4 includes updating and expanding the existing SMMP of the basin, including GIS coverages and the numerical model. The analysis includes conducting long-term simulations of the impacts of sea level rise, population growth, and associated development on runoff and water quality. Different scenarios will be considered for potential conceptual designs of improvements to restore water quality. Based on the data obtained in Tasks 2 and 3 (above), an assessment will be undertaken of the feasibility and cost-effectiveness of various stormwater Best Management Practices (BMPs), including: spraying with herbicides and removing vegetation, dredging and/or excavation of lake sediments, and relocating (disposing) of sediments elsewhere. This will include assessing the feasibility and likely impacts on water quality of maintaining intermittent connections to exchange water between Lake Lullwater and the Gulf of Mexico. In addition, the information obtained in Task 1 (above) will be used to identify any potential environmental concerns and account for them during the development and assessment of potential conceptual designs for improvements to restore water quality.

Task 4.1– Stormwater Water Quality Analysis

Task 4.1 includes expanding, updating, and eventually leveraging the SMMP Model of Lullwater Lake Basin to conduct simulations to understand anticipated stormwater runoff and water quality impacts. This will include evaluating: 1) how potential improvements to Lullwater Lake Basin, in conjunction with the ongoing Lullwater/Calyпсо Coastal Outfall project, will impact water quality in the Basin, and 2) any potential changes to regulatory requirements such as may result from both the construction of the Coastal Outfall project and the potential improvements to Lullwater Lake Basin.

Task 4.2 – Evaluation of Potential Improvements

Task 4.2 includes: 1) reviewing scientific and technical literature as well as legal statutes and regulations, 2) based on that review, proposing potential conceptual designs for improvements, including numerical analysis using baseline SMMP model, 3) estimating approximate costs for implementation and long-term monitoring and maintenance of such potential improvements to assess the cost-effectiveness of different options, and 4) outlining the permitting requirements that would be associated with each conceptual design alternative considered. As necessary, we will provide characterization of sediment material to be removed to determine viability for reuse or disposal at an acceptable disposal site. This task will also determine potential removal quantity.

PHASE II

Task 5 – Presentations and Outreach

Task 5 includes preparing and presenting the results and recommendations to the City and to the local residents to facilitate understanding of the intent and likely impacts of the proposed improvements. In order to inform the City's decision-making and assure the satisfaction of local residents, their feedback will be requested and communicated to the City.

Task 6– Preparation of the Summary Report and Final Conceptual Plans

Task 6 includes preparing and delivering to the City a Report summarizing the findings concerning how proposed alternatives for improvements are likely to impact stormwater water quality and drainage capacity within the Lullwater Lake Basin and downstream areas. The report will also summarize initial permitting agency coordination and provide recommendations and conceptual designs for proposed improvements. The Summary Report with the concept plans will be a roadmap for practical project implementation, including strategic planning guidelines to minimize disruptions to area residents.

Task 7 – Permitting

Based on discussions with federal and state regulatory agencies, and through coordination with the City, we will prepare and submit the appropriate permit application(s) based on the data developed from the previous tasks. We will coordinate and respond to requests for information as needed and work with the regulatory agency to expedite processing.

SECTION 3. SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services:

- Design and permitting of any dewatering facility. Will be assuming dredged material will not be hazardous and can be moved directly to most appropriate landfill.
- Construction support during potential dredging activities.
- Preparing and obtaining permits or authorizations not specifically mentioned in this Scope of Services.
- Implementation or construction of the improvements to be evaluated and recommended.

Further, the following assumptions apply to this Scope of Services:

- The water quality sampling will not indicate hazardous material within Lake or potential dredged areas.
- Benefit-Cost Analysis will not be required.
- Field survey of the wetland delineation line around Lake Lullwater and proposed dredge limits will not be required. Will assume work will be completely within wetlands.
- Feasible landfill options will be available for disposal of dredged material.
- Professional geotechnical assessment is not currently assumed.

SECTION 4. DELIVERABLES

Gemini Engineering & Sciences will complete Tasks 1 through 7 and deliver to the CITY a report summarizing an analysis of current conditions and conceptual designs for improvements to stormwater water quality in the Lullwater Lake Basin.

SECTION 5. INFORMATION AND SERVICES TO BE PROVIDED BY CITY

The CITY will provide the following information and services at the time of notice to proceed:

- Latest stormwater inventory GIS features and photographs for our study areas, as available.
- Potential additional information of City-owned septic, sewer and stormwater infrastructure, as necessary, beyond what is available within the City's stormwater inventory.
- Information about expenditures for Operations and Maintenance, Capital Improvements, and other budgets and expenditures for the CITY's Stormwater System and related infrastructure, as needed to complete the analyses and conceptual designs.
- As available, information about the ownership of property and associated rights-of-way within and bordering the Lullwater Lake Drainage Basin.

SECTION 6. PROJECT SCHEDULE

The total project period and period of performance for the services outlined in this scope are as follows:

- Phase I – December 1, 2022 to April 30, 2023.
- Phase II – Dependent upon regulatory permit review time-frame, but for non-permit related tasks, from May 1, 2023 to August 1, 2023. Typical permitting timelines are agency dependent and could exceed 120 days from initial submittal.

SECTION 7. COMPENSATION

Gemini Engineering & Sciences shall perform the Scope of Services on a Not-to-Exceed basis per task. The total Not-to-Exceed fee for this Scope of Services is \$150,000.00.

- Phase I - \$101,500
- Phase II - \$48,500

RESOLUTION NO. 24-70

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATED TO RESTORATION OF WATER QUALITY IN LULLWATER LAKE BASIN IN THE AMOUNT OF \$3,000,000.00 AND DESIGNATING THE CITY'S AUTHORIZED GRANT REPRESENTATIVE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Grant Agreement between the City and The Florida Department of Environmental Protection relating to the restoration of water quality in Lullwater Lake Basin, in the amount of Three Million Dollars and No Cents (\$3,000,000.00), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. The City's Grant/Contract Administrator, Michael Martin, is designated as the City's Authorized Representative to execute the Grant Agreement, accept this Grant award, and bind the City to the award's terms and conditions.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 17th day of January, 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Panama City Beach Restoration of Water Quality in Lullwater Lake Basin	LPA0609

2. Parties	(Department)
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	

Grantee Name:	Entity Type:
City of Panama City Beach	Local Government
Grantee Address:	FEID:
17007 Panama City Beach Parkway, FL 32413	59-6045116
(Grantee)	

3. Agreement Begin Date:	Date of Expiration:
Upon Execution	March 31, 2026

4. Project Number: (If different from Agreement Number)	Project Location(s):
	30.2210, -85.8823

Project Description: The Grantee will improve and increase existing surface water and sediment sampling to analyze the present water quality. An enhanced hydraulic connectivity system between Lakes Lullwater, Star, Palm, Gulfview, and Seahorse will be constructed through selective and properly permitted dredging of specific channels to improve water flow.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 3,000,000.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$3,000,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: **\$ 3,000,000.00**

6. Department's Grant Manager	Grantee's Grant Manager
Name: Milica Jovanov	Name: Michael Martin
or successor	or successor
Address: Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, FL 32399	Address: Panama City Beach 17007 Panama City Beach Parkway Panama City Beach, FL 32413
Phone: 850-245-2852	Phone: 850-233-5100
Email: Milica.Jovanov@FloridaDEP.gov	Email: Michael.Martin@pcbfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Panama City Beach

GRANTEE

Grantee Name

By


(Authorized Signature)

1-22-24

Date Signed

Drew Whitman, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Milica Jovanov, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

4 of 13

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in the Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0609**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Panama City Beach Restoration of Water Quality in Lullwater Lake Basin. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Panama City Beach Restoration of Water Quality in Lullwater Lake Basin

PROJECT LOCATION: The Project will be located in the City of Panama City Beach within Bay County; Lat/Long (30.2210, -85.8823). See Figure 1 for a location map.

PROJECT BACKGROUND: In Panama City Beach (Grantee), the Lullwater Lake Basin spans an area of approximately 640 acres, or one square mile that entails modern and legacy stormwater systems. The newer developments such as the Pier Park commercial area have modern stormwater collection systems and treatment ponds, but in older parts of the basin, there have been no water quality upgrades. Rainfall runoff accumulates within the basin and drains into Lullwater Lake discharging onto the beachfront of the Sterling Breeze Hotel and Panama City Resort & Club, roughly 260 feet from Front Beach Road. Residents are raising public official's awareness about the lake's substandard water quality, citing excessive sedimentation and overabundant growth of aquatic plants. To address Lake Lullwater's deteriorating water quality, this project will engage resources to safely spray, harvest and properly dispose of the harmful plant growth and subsequently, employ a range of restoration activities to improve water quality. This project will mitigate and eliminate excessive and harmful vegetation and provide BMPs to maintain the lake's long-term health. This concerted restoration initiative aims to directly respond to and address the local residents' concerns about the lake's deteriorating water quality.

PROJECT DESCRIPTION: The Grantee will improve and increase existing surface water and sediment sampling to analyze the present water quality. An enhanced hydraulic connectivity system between Lakes Lullwater, Star, Palm, Gulfview, and Seahorse will be constructed through selective and properly permitted dredging of specific channels to improve water flow. This will allow for strategic and safe application of herbicides for vegetation, nutrient harvesting, and appropriate aquatic vegetation disposal. In addition, there will be a deployment of a floating treatment wetland system—known as floating wetlands, designed to significantly reduce the nutrient supply for phytoplankton growth and improve the water's health and balance.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of an improved hydraulic connectivity system, including selective dredging, and improvements to the existing hydraulic connectivity with Seahorse Lake. The design entails the spraying removal, and disposal of the existing aquatic vegetation, and deployment of a floating wetland system. This design will involve the rigorous baseline water quality sampling of existing surface waters and sediments at Lullwater, Star, Palm, Gulfview, and Seahorse Lakes. and obtain all necessary permits for construction of the project. The Grantee will complete a topographic survey of Seahorse Lake and the connecting channel of Gulfview Lake.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the hydraulic connectivity system.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct a hydraulic connectivity system in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Aquatic Vegetation Removal

Deliverables: The Grantee will mobilize, remove and dewater approximately 1.9M square feet of aquatic vegetation from the project area, and then demobilize. All work will be performed in accordance with the Grantee's contract(s) with its contractor(s).

Documentation: The Grantee will submit: 1) dated color photographs of the project area(s) prior to, during, and immediately following completion of this task; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed statement from a Florida Licensed Professional Engineer indicating work has been completed in accordance with the contract documents.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Muck Dredging

Deliverables: The Grantee will dredge approximately 10 acre-feet of muck sediments from the Lullwater, Star, Palm, Gulfview, and Seahorse water bodies in accordance with the construction contract documents. This task includes the installation of transportation infrastructure crossings and a hydraulic dredge pipeline to pump the sediments to the dredge material management area (DMMA). The DMMA site(s) will be prepared for dewatering and treatment of the dredged material, the site(s) restored, and the suitable dredged materials offloaded to the prepared spoil disposal site(s).

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

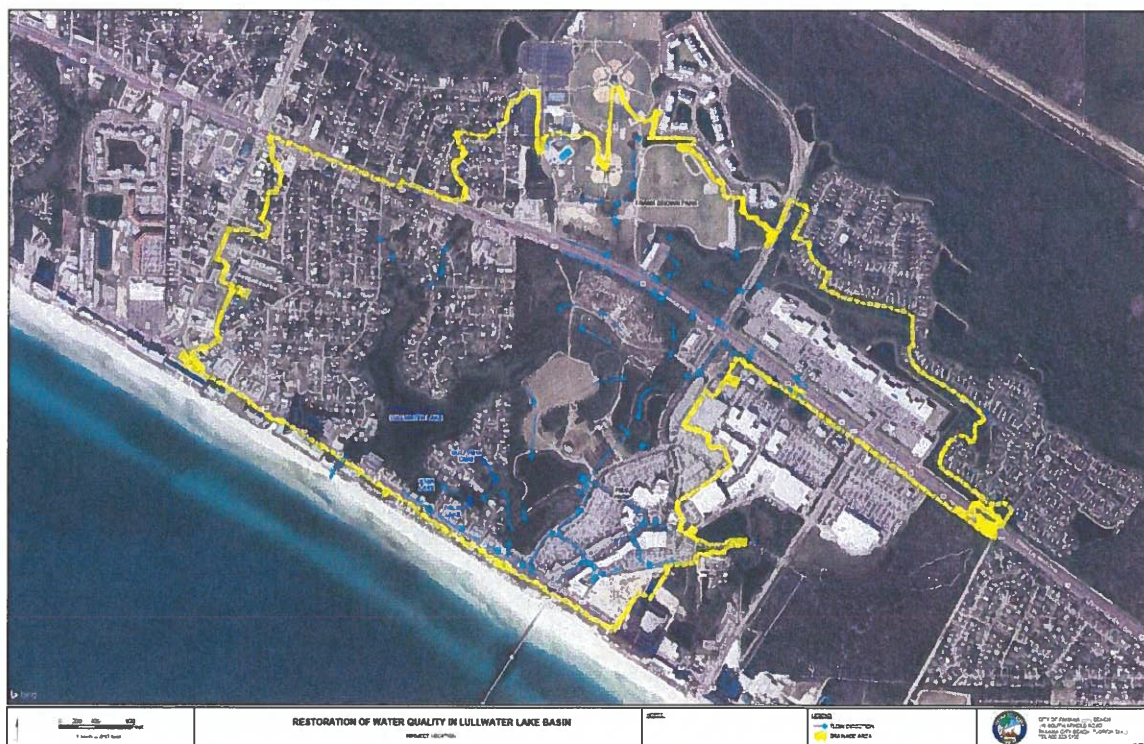
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$425,000	07/01/2023	12/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$25,000	07/01/2023	09/30/2024
3	Construction	Contractual Services	\$150,000	07/01/2023	09/30/2025
4	Aquatic Vegetation Removal	Contractual Services	\$1,400,000	07/01/2023	09/30/2025
5	Muck Dredging	Contractual Services	\$1,000,000	07/01/2023	09/30/2025
Total:			\$3,000,000		

Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 (CFO) 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 §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), 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 year ending June 30, 2017, and thereafter), 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 non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
Federal Program A				
Federal Program B				

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$3,000,000
-------------	-------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0609
Project Title:	Panama City Beach Restoration of Water Quality in Lullwater Lake Basin
Grantee Name:	Panama City Beach
Grantee's Grant Manager:	Michael Martin
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Jennifer Shuler, Legal

2. MEETING DATE:

August 8, 2024

3. REQUESTED MOTION/ACTION:

Approve agreement with Capitol Hill Consulting Group, LLC for federal legislative and executive branch representation services in the monthly amount of \$7,500.00.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Economic Development
Public Safety

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

In 2021, the City Council entered into an agreement Capitol Hill Consulting Group, LLC for federal executive and legislative representation services, which has since expired. Staff recommends that the City Council renew the contract on the same terms. Under this new agreement with Capitol Hill Consulting, it will continue to serve as the City's federal lobbyist for a sum of \$7,500 per month and to provide a wide range of lobbying services, including identifying grant and other funding opportunities. The agreement would be effective upon approval and end September 30, 2025. The agreement would allow for two (2) one-year renewals.

[Res 24-166.Capitol Hill Consulting Group Agreement.pdf](#)
[CHCG Agreement.08.02.24.pdf](#)

RESOLUTION NO. 24-166

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CAPITOL HILL CONSULTING GROUP, LLC FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES IN THE MONTHLY AMOUNT OF \$7,500.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Capitol Hill Consulting Group, LLC, in the monthly amount of Seven Thousand, Five Hundred Dollars (\$7,500), in substantially the form attached as **Exhibit A** and presented to the Council, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of August, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tetteimer, Mayor

ATTEST:

Lynne Fasone, City Clerk

**AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND CAPITOL
HILL CONSULTING GROUP, LLC FOR FEDERAL LEGISLATIVE AND
EXECUTIVE BRANCH REPRESENTATION SERVICES**

This Agreement (“Agreement”) is made and entered by and between the City of Panama City Beach, a political subdivision of the State of Florida (“City”), and Capitol Hill Consulting Group, LLC a District of Columbia Limited Liability Company, (“Lobbyist”) (City and Lobbyist are also sometimes referred to as a “Party” or collectively referred to as the “Parties”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. **City Council** means the City Council of Panama City Beach, Florida.

1.2. **Contract Administrator** means the City Manager, the City Attorney, the Assistant City Attorney or such other person designated by the City Manager in writing.

1.3. **City Attorney** means the chief legal counsel of City appointed by the City Council, and includes any Assistant City Attorney or Senior City Attorney, or any Attorney acting on behalf of the City Attorney on matters relating to this Agreement.

1.4. **Services** means all work Lobbyist must perform under this Agreement, including without limitation all deliverables, consulting, professional lobbying services and advocacy, and other services specified in Article 3, Exhibit A, or Exhibit B. The Services are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Lobbyist impractical, illogical, or unconscionable.

2. EXHIBITS.

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Subject Areas

3. SCOPE OF SERVICES.

3.1 Lobbyist shall perform all Services during the Agreement Term on a non-exclusive basis for City. Lobbyist acknowledges and agrees that it will receive specific lobbying assignments from the Contract Administrator, which assignments may be expanded, modified, or removed as necessary to accomplish the goals of City and are deemed to be within the definition of Services.

3.2 Lobbyist shall use his or her best efforts to maintain continuity in personnel throughout the term of this Agreement unless other personnel are approved by the City. Lobbyist represents that that Hon. Steve Southerland shall be the Lobbyist's primary representative and contact throughout the Term of this Agreement.

3.3 Additional Services. City and Lobbyist agree that not all Services to be performed by Lobbyist can be defined in detail at the time this Agreement is executed, and that additional Services, related to the objectives of the City and not covered in Exhibit A may be needed during the performance of this Agreement. City may, at any time by written order, direct Lobbyist to revise portions of the Services previously completed in a satisfactory manner, delete portions of the Services, or request that Lobbyist perform additional Services.

4. TERM AND TIME OF PERFORMANCE.

4.1. Initial Term. The initial term of this Agreement shall begin on August 8, 2024 ("Effective Date") and shall end on September 30, 2025 ("Initial Term"). The Initial Term, Renewal Term(s) described in Section 4.2, and any Short-Term Extension(s) described in Section 4.3 are collectively referred to as the "Agreement Term."

4.2. Renewals. City shall have the option to renew this Agreement for up to two (2) additional one (1) year terms (each an "Renewal Term") by sending notice of renewal to Lobbyist at least thirty (30) days prior to the expiration of the then-current term. The City Manager is authorized to exercise these renewal options.

4.3. Short-Term Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the City Manager, render the exercise of a full Renewal Term not practicable, or if no additional Renewal Terms remain and expiration of this Agreement would, as determined by the City Manager, result in a gap in the provision of Services, then the City Manager may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate (a "Short-Term Extension"). The City Manager may exercise a Short-Term Extension by written notice to Lobbyist stating the duration of the extended period, which notice shall be provided to Lobbyist at least thirty (30) days prior to the end of the then-current term.

4.4. Renewal/Short-Term Extension Rates and Terms. During any Renewal Term or Short-Term Extension, Lobbyist shall perform the Services in accordance with the terms and conditions of this Agreement existing as of the date of City exercising its right to renew or extend and shall continue to be compensated at the then-existing monthly rate.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of funds.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5. COMPENSATION.

5.1. Compensation. For all Services provided under this Agreement, City will pay Lobbyist as follows:

Monthly Fee for Services during Agreement Term	\$ 7,500.00 per month
--	-----------------------

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, with the amounts itemized above being accepted by Lobbyist as full compensation for all such Services. Lobbyist acknowledges that the amounts set forth in this Agreement constitute a limitation upon City's obligation to compensate Lobbyist for the Services. These amounts, however, do not constitute a limitation of any sort upon Lobbyists' obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Lobbyist may submit invoices for compensation no more often than on a monthly basis. An electronic invoice is due within ten (10) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. All invoices must be sent to the City's Assistant City Manager along with a copy to the City Attorney.

5.2.2. City shall pay Lobbyist within thirty (30) days of receipt of Lobbyist's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Lobbyist to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Lobbyist at the address designated in the Notices section.

5.3. Reimbursable Expenses. Lobbyist shall not be reimbursed for any expenses it incurs under this Agreement except for expenses related to travel outside of the District of Columbia or Bay County, Florida incurred at the express direction of the City.

5.4. Subcontractors. Lobbyist acknowledges that the professional Services provided under this Agreement are of a highly-skilled and personal nature and that it shall not subcontract any Services contemplated by this Agreement without the permission of the Contract Administrator.

5.5. Withholding by City. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by City.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Representation of Authority. Lobbyist represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Lobbyist, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Lobbyist has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Lobbyist. Lobbyist further represents and warrants that execution of this Agreement is within Lobbyist's legal powers, and each individual executing this Agreement on behalf of Lobbyist is duly authorized by

all necessary and appropriate action to do so on behalf of Lobbyist and does so with full legal authority.

6.2. Contingency Fee. Lobbyist represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Lobbyist, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Public Entity Crime Act. Lobbyist represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Lobbyist further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Lobbyist has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists. Lobbyist represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Lobbyist further represents that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

6.5. Warranty of Performance. Lobbyist represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area (s) for which such person or entity will render Services. Lobbyist represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.6. Breach of Representations. In entering into this Agreement, Lobbyist acknowledges that City is materially relying on the representations and warranties of Lobbyist stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, City shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Lobbyist, to deduct from the compensation due Lobbyist under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Lobbyist under this Agreement. Furthermore, a false representation may result in debarment from City’s competitive procurement activities.

7. INDEMNIFICATION.

Lobbyist shall indemnify, hold harmless, and defend City and all of City’s officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a Party, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Lobbyist, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Lobbyist shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City’s option, pay for an attorney

selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Lobbyist under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

8. TERMINATION.

8.1. Termination for Convenience. This Agreement may be terminated for convenience by the City Council. Termination for convenience by the City Council shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than fifteen thirty (30) days after the date of such written notice. Lobbyist acknowledges that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are acknowledged by Lobbyist, for City's right to terminate this Agreement for convenience.

8.2. Payment Post-Termination. If this Agreement is terminated for convenience by City, Lobbyist shall be paid for any Services properly performed under this Agreement, with the monthly amount prorated through the termination date specified in the written notice of termination.

8.3. Reservation of Rights and Remedies. In addition to any right of termination stated in this Agreement, City shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

9. CONFLICTS OF INTEREST.

9.1. Lobbyist represents that, upon the execution of this Agreement and continuing throughout the Agreement Term, the following representations stated in this section are true and correct. If any of the following representations become at any time not true, Lobbyist shall immediately provide written notice of same to the Contract Administrator.

9.1.1. Neither Lobbyist nor its employees have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Lobbyists' loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Agreement Term, none of Lobbyist's officers or employees shall serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Lobbyist is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Lobbyist or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

9.1.2. Lobbyist does not have any personal financial interest, direct or indirect, with any member of the City Council or any City employee.

9.1.3. As of the effective date of this Agreement, Lobbyist does not represent any client whose interest is currently adverse to the interests of City. If, during the term of this Agreement, Lobbyist determines that a client it represents has or may potentially have an interest adverse to the interest of City, or Lobbyist is notified by the Contract Administrator of an existing or

potential adverse interest with a client of Lobbyist, then Lobbyist shall disclose such conflicting interest as required by Section 10.2. Additionally, before proposing, advocating, or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact City and its operations, Lobbyist shall, consistent with Section 9.2, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

9.2. Lobbyist further agrees that, in the performance of this Agreement, if any conflict of interest arises, including any adverse interest identified pursuant to Sections 9.1, Lobbyist shall disclose, in writing, such interest to City within three (3) days after the date the conflict arises, or within three (3) days after Lobbyist receives verbal or written notification from the Contract Administrator of an existing or potential adverse interest with a client of Lobbyist under Section 9.1.3. Such written disclosure shall provide sufficient information concerning Lobbyist's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the Services. The Contract Administrator shall report the disclosed conflict to the City Council. The City Council may, in its sole discretion, take any action it deems appropriate, such as termination of this Agreement or waiver of the conflict, to address the conflict of interest disclosed by Lobbyist. **Waiver of any conflict of interest or termination of this Agreement is expressly reserved to the City Council.**

9.3 If this Agreement is terminated pursuant to Section 9.2 or Section 8, Lobbyist agrees, upon request of City, to assist City in obtaining the services of qualified individuals to perform the Services.

9.4. Lobbyist agrees that during the Agreement Term, neither Lobbyist, its officers, employees, agents, nor any other person providing Services, will personally represent any person or entity, irrespective of compensation, before the City Council during any regular session, extended session, and/or special session of the United States Congress. This prohibition shall apply to all direct lobbying before the City Council, and any communication, whether verbal or written, with any member of the City Council, made in connection with Lobbyist's direct or indirect representation of a client on any matter that is scheduled for or pending consideration before the City Council during the proscribed period, or on any matter that is reasonably foreseeable to be the subject of consideration or action by the City Council.

9.5. Lobbyist shall provide the Contract Administrator with a copy of Lobbyist's complete client list on a quarterly basis.

10. MISCELLANEOUS.

10.1. Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the City Code of Ordinances, the Contract Administrator may act on behalf of City under this Agreement.

10.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Lobbyist in connection with performing Services under this Agreement shall be owned by City and shall be deemed works for hire by Lobbyist and its agents; if the Services are determined not to be a work for hire, Lobbyist hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to City. If this Agreement is

terminated, any reports, photographs, surveys, and other data and documents prepared by Lobbyist, whether finished or unfinished, shall become the property of City and shall be delivered by Lobbyist to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Lobbyist may be withheld until all documents are received as provided in this Agreement.

10.3. Public Records. To the extent Lobbyist is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Lobbyist shall:

10.3.1. Keep and maintain public records required by City to perform the services under this Agreement;

10.3.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

10.3.4. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Lobbyist or keep and maintain public records required by City to comply with applicable public records law. If Lobbyist transfers the records to City, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt. If Lobbyist keeps and maintains the public records, Lobbyist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Lobbyist will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Lobbyist contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Lobbyist must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to City for records designated by Lobbyist as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Lobbyist. Lobbyist shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850.233.5100), lynne.fasone@pcbfl.gov, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FLORIDA 32413.

10.4. Audit Rights and Retention of Records. City shall have the right to audit the books, records, and accounts of Lobbyist that are related to this Agreement. Lobbyist shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Lobbyist shall make same available in written form at no cost to City. Lobbyist shall preserve and make available, at reasonable times within the City of Panama City Beach, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). Lobbyist hereby grants City the right to conduct such audit or review at Lobbyist's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Lobbyist in excess of five percent (5%) of the total contract billings reviewed by City, the reasonable actual cost of City's audit shall be reimbursed to City by Lobbyist in addition to adjusting for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of City's findings to Lobbyist.

10.5. Independent Contractor. Lobbyist is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Lobbyist nor its agents shall act as officers, employees, or agents of City. Lobbyist shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

10.6. Regulatory Capacity. Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City's performance under this Agreement is as a Party. If City exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party.

10.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

10.8. Third-Party Beneficiaries. Neither Lobbyist nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:

Office of the City Manager
Attn: Drew Whitman
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413
Email address: dwhitman@pcbgov.com

WITH A COPY TO:

Office of the City Attorney
Attn: Cole Davis
16901 Panama City Beach Parkway
Second Floor
Panama City Beach, Florida 32413
Email address: cdavis@handfirm.com

FOR LOBBYIST:

Hon. Steve Southerland, Senior Vice President
Capitol Hill Consulting Group, LLC
926 Pennsylvania Ave SE
Washington, DC 20003
Email address: ssoutherland@capitolhillcg.com

10.10. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Lobbyist without the prior written consent of City. Any attempted assignment by Lobbyist without written consent of City is void. In addition to any other rights or claims that City may have, if Lobbyist violates this provision, City shall have the right to immediately terminate this Agreement.

10.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of

this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.12. Compliance with Laws. Lobbyist and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, and any related federal, state, or local laws, rules, and regulations.

10.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

10.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

10.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

10.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fourteenth Judicial Circuit in and for Bay County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida.

BY ENTERING INTO THIS AGREEMENT, LOBBYIST AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.18. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and Lobbyist.

10.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. If,

as of the date of execution of this Agreement, City has already paid Lobbyist any amounts pursuant to any prior agreement, which payments relate to any period of time during the Initial Term, the total of such payments shall be fully credited towards amounts City would have otherwise been required to pay Lobbyist pursuant to this Agreement.

10.20. Payable Interest

10.20.1. Payment of Interest. City shall not be liable to pay any interest to

Lobbyist for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Lobbyist waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

10.21. Incorporation by Reference. Exhibits A and B are incorporated into and made part of this Agreement.

10.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.23. Use of City Logo. Lobbyist shall not use City's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of City.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: THE CITY OF PANAMA CITY BEACH, through its CITY COUNCIL, signing by and through its City Manager, authorized to execute same by City Council action on the 8th day of August, 2024, and Lobbyist, signing by and through its Vice President, duly authorized to execute same.

WITNESSES:

CITY OF PANAMA CITY BEACH

Signature

Drew Whitman, City Manager

Print Name of Witness above

Signature

Print Name of Witness above

ATTEST:

Approve as to form:

By _____
Cole Davis, City Attorney

Lynne Fasone, City Clerk

**AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CAPITOL HILL
CONSULTING GROUP, LLC, FOR FEDERAL LEGISLATIVE AND EXECUTIVE
BRANCH REPRESENTATION SERVICES**

LOBBYIST

WITNESSES:

**CAPITOL HILL CONSULTING GROUP,
LLC**

Signature

Steve Southerland, Senior Vice President

Print Name of Witness above

Print Name and Title

day of _____, 2024

Signature

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A – SCOPE OF SERVICES

1. Provide a full range of professional lobbying services and advocacy before the United States Congress, the President of the United States, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the United States government with respect to all of City's legislative and regulatory interests including, but not limited to, the Subject Areas listed in Exhibit B; matters contained within City's Federal legislative program; assigned executive branch projects; and other issues or projects of the City as assigned by the City Representative or designee.
2. Effectively communicate City's Federal legislative program and issues to members of the U.S. Congress, the President of the United States, Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the United States government.
3. Upon request, arrange meetings for City Councilmembers, City officials, and staff from the Office of the City Manager with members and officials of the Legislative and Executive Branch of Federal government and other entities as necessary, including members of the Congress in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the President's Office, Cabinet, and Federal agencies.
4. Be available on a 24-hour basis during any regular session, extended session, or special session, committee week, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish City's legislative and executive branch goals.
5. Identify and discuss with City any areas of potential concern or opportunity for obtaining passage of City's legislative priorities, other issues in the Federal legislative program, and executive branch issues or projects assigned to Lobbyist.
6. Proactively monitor federal legislation and regulations.
7. Attend strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to City at other times, as directed by Contract Administrator or designee.
8. Integrate efforts with the City Manager and any other consultant contracted with the City to ensure strong, consistent legislative advocacy of City's legislative and executive branch priorities, issues and projects.
9. Consult with City Councilmembers, City Manager, Contract Administrator, and such other persons designated by the Contract Administrator regarding any legislative or executive matter which may impact the City, and take any necessary action, as determined by the Contract Administrator.
10. Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, progress made to achieve such matters, including regular weekly status reports, during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any City legislative or executive branch issue or project assigned.
11. For each Term of this Agreement, the City shall select, in consultation with the Lobbyist, up to five (5) federal grant opportunities for Lobbyist's pursuit. Grant applications selected by the City shall be fully written, prepared and submitted by Lobbyist. The City shall assist Lobbyist in the preparation of the grant application process.

EXHIBIT B. SUBJECT AREAS

1. Appropriations/Project Funding including but not limited to:
 - a. Offshore Stormwater Outfall Infrastructure.
2. Transportation Infrastructure Funding
 - a. Bay Parkway Funding.
3. FEMA stormwater/flood mapping regulation.
4. City grant opportunities.
5. Economic Development
6. Disaster Recovery Appropriations/Funding
7. Business Development
8. Public Works-General/Funding
9. Water & Wastewater Infrastructure Projects \
10. Telecommunications/E-Commerce



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Scott Passmore, Community Redevelopment Agency

2. MEETING DATE:
August 8, 2024

3. REQUESTED MOTION/ACTION:

Authorize the City Manager to execute the underground facilities conversion agreement with Florida Power & Light in the amount of \$1,083,935.00 for the undergrounding of overhead electric distribution facilities located in Front Beach Road Segment 4.2, from Hills Road to Crane Street.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Attractive Community
Quality of Life

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

One of the essential elements of the City's Front Beach Road CRA improvements project is the conversion of existing overhead electrical facilities to underground facilities.

FPL's proposed fee for this effort is \$1,083,935.00.

The proposed fee for Front Beach Road Segment 4.2 provides for significant credit to the City for avoided storm restoration cost (ASRC). The proposed fee is within the amount included in the FY 2024 budget for this effort and Staff recommends approval.

[Res 24-167. Florida Light and Power.FBR 4.2 Relocation Power Lines.pdf](#)
[City of Panama City Beach - Segment 4.2 - BCE Agreements.pdf](#)

RESOLUTION NO. 24-167

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR THE UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES LOCATED IN FRONT BEACH ROAD SEGMENT 4.2 IN THE TOTAL AMOUNT OF \$1,083,935.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Underground Facilities Conversion Agreement between the City and Florida Power & Light Company, relating to the conversion of overhead electric distribution facilities to underground facilities located in Front Beach Road Segment 4.2, in the total amount of One Million Eighty-Three Thousand Nine Hundred Thirty-Five Dollars and No Cents (\$1,083,935.00), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of August, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk



July 5, 2024

Drew R. Whitman
City Manager
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

**Re: City of Panama City Beach
Electric Facilities Conversion – Binding Cost Estimate
Panama City Beach - Section 4.2
WR # 11693154**

Dear Mr. Whitman :

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, we have completed the binding cost estimate for the project designated as the City of Panama Beach Section 4.2. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$1,083,935. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than \$1,206,136 adjustment credit for both FPL's ASRC (Avoided Storm Restoration Cost) waiver and as required in the CIAC formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Customer Performs Some Work.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the Town.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of \$1,073,566 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you

choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 941-331-4002.

Sincerely,



Hau Tran
Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____ day of _____, 2024, by and between The City of Panama City Beach (“Applicant”), with an address of 17007 Panama City Beach Parkway Panama City Beach, FL 32413 and FLORIDA POWER & LIGHT COMPANY (“FPL”), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “Conversion”):

Panama City Beach 4.2 - Hills Rd to Crane St

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost (“ASRC”) Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.
2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL’s Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	\$ <u>1,533,673</u>
ii. ASRC	\$ <u>-155,761</u>
iii. Operational Cost Differential	\$ <u>-293,977</u>
iv. CIAC Due	\$ <u>1,083,935</u>

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL’s construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL’s Electric Tariff.

FLORIDA POWER & LIGHT COMPANY

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

FLORIDA POWER & LIGHT COMPANY

- 13. Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
- the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
 - all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
 - all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF PANAMA CITY BEACH

Signed _____

Name _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions (if required by
Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____

Name _____

Title _____

FPL

Signed _____

Name _____

Title _____

Overhead to Underground Conversion - Customer Cost Sheet

OH/UG CONV Panama City Beach - Section 4.2

Date Estimate Provided to Customer: 07/04/2024

Customer Performs Partial UG Work - Conduit and Concrete Installation

1) \$	1,920,080	The estimated cost to install the requested underground facilities
2) \$	293,741	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3) \$	76,250	The net book value of the existing overhead facilities
4) \$	(756,398)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5) \$	-	The estimated salvage value of the existing overhead facilities to be removed
6) \$	(293,977)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7) \$	(155,761)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC \$ **1,083,935** Contribution-In-Aid-of Construction

Engineering Dep \$ **10,369** Less the Engineering Deposit previously collected for this project.

Net Due to FPL \$ **1,073,566**

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	\$ 1,920,080	\$ 199,622	\$ 1,508,972	\$ 211,486
Credit for equivalent OH (-)	\$ (756,398)	\$ (142,089)	\$ (545,589)	\$ (68,720)
OH Removal Cost & Make Ready (+)	\$ 293,741	\$ 105,189	\$ 158,037	\$ 30,515
Total	\$ 1,457,423	\$ 162,722	\$ 1,121,420	\$ 173,281
Net Book Value (+)	\$ 76,250			
Operational Costs Differential	\$ (293,977)	1.43 miles		\$205,862 per mile
Avoided Storm Rest Costs	\$ (155,761)			\$109,074 per mile
Salvage Value (-)	\$ -			
Total CIAC	\$ 1,083,935			
Engineering Deposit (-)	\$ 10,369	Engineering deposit previously collected		
Net Due FPL	\$ 1,073,566			

Major Material Breakdown

	Quantity	Item
Install	52,723	Primary UG Cable (feet)
	12	UG Switch Cabinet (0 Vista Sw's)
	20	UG Transformer (each)
	6	Splice box for UG feeder (each)
Remove	21,300	OH Primary Conductor (feet)
	74	Poles (each)
	29	OH Transformer (each)
	1,660	Primary UG Cable (feet)

**APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND
CONVERSIONS (WR # 11693154)**

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Panama City Beach (the “Applicant”), a Florida municipal corporation with an address of 17007 Panama City Beach Parkway Panama City Beach, Fl. 32413 and FLORIDA POWER & LIGHT COMPANY (“FPL”), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement (“Conversion Agreement”) with FPL to convert certain overhead electric distribution facilities (collectively the “Existing Overhead Facilities”) to underground distribution facilities (collectively the “Underground Facilities”), as described in the aforementioned Conversion Agreement (hereinafter the “Conversion”);

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant’s assurance that such Work will be in accordance with FPL’s designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff.** Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL’s electric tariff (the “Tariff”).
2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL “Redline” document.
3. **Commencement of Work.** Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL (“Notice to Proceed”). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials.** All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.
5. **Contractors.** Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.
6. **Right of Entry.** FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.
7. **Inspection and Correction of Deficiencies.**
 - 7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

- 7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.
- 7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.
- 7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.
- 7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.
- 7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.
- 7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. Indemnity / Liability of Applicant.

- 8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.
- 8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

9. **Design Work.** FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.
10. **Completion of Work and Ownership.** Applicant shall complete the Work by _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.
11. **No Liability by FPL.** FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.
12. **Suspension for Cause:**
- 12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.
- 12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.
- 12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.
- 12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.
13. **Termination for Cause:**
- 13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

- 13.2. In the event of Termination for Cause by FPL, Applicant shall:
- a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
 - b. Issue no further contracts except with the prior written consent of FPL;
 - c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
 - d. Terminate, to the extent requested by FPL, outstanding contracts;
 - e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
 - f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.
- 13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.
- 13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.
14. **Termination Prior to Construction.** Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.
15. **Assignment.** This Agreement is not assignable.
16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.
17. **Notice.** As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Approved as to Terms and Conditions: _____
(signature/title)

Approved as to Form and Legal Sufficiency: _____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)



FPL

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Panama City Beach
 Developer/Contractor Name City of Panama City Beach
 Location of Project: Young St to Crane St
 City: Panama City Beach
 FPL Representative: Hau Tran
 Developer/Contractor Representative: _____

Date of Meeting/Contact: July 5th, 2024
 Project Number/Name: 4.2 Section OH-UG Conversion

Phone: 941-331-4002
 FPL Work Request #/Work Order #: 11693154

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u> (29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

***When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**

****For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email _____

Means by which this notification was provided to customer and/or contractor

Address _____

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date