



City of
Panama City Beach

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

**CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, JUNE 27, 2024
9:00 AM**

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION BY PASTOR RAMON DUVALL FROM THE BEACHSIDE FELLOWSHIP CHURCH

C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PAUL CASTO

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements

[Item Memo](#)

[06.27.2024.Community Announcements.pdf](#)

E. APPROVAL OF MEETING MINUTES

E.1 June 13, 2024 Regular Meeting Minutes

[Item Memo](#)

[06.13.2024.Council Meeting Minutes.draft.pdf](#)

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

G. PRESENTATIONS

G.1 Employee Years of Service Awards

[Item Memo](#)

[Employee Service Awards 6.27.24.pdf](#)

G.2 Hospital Update By Andrew Starr, Vice President, Chief Health Operations Officer at Tallahassee Memorial HealthCare, Inc.

[Item Memo](#)

G.3

2024 Street Resurfacing Project Update by Wyatt Rothwell, P.E.

[Item Memo](#)

H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

I. CONSENT AGENDA

I.1 RESOLUTION NO. 24-145, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO TRAILER-MOUNTED BYPASS PUMPS FOR THE UTILITIES DEPARTMENT FROM THOMPSON PUMP & MANUFACTURING CO., INC. IN THE TOTAL AMOUNT OF \$183,173.00; AND AGREEING TO BE BOUND BY THE

TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT GOVERNING THAT PURCHASE.

[Item Memo](#)

[Res 24-145.Thompson Pump.Purchase 2 Trailer-Mounted Pumps.pdf](#)

[Exh A.Thompson Pump.Quote FLBL24066.pdf](#)

[Exh A.Thompson Pump.Quote FLBL24065.pdf](#)

[Exh B.FL Sherriffs Contract FSA23-EQU21.0.08.21.2023.pdf](#)

- I.2 RESOLUTION NO. 24-146, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING STATEWIDE MUTUAL AID AGREEMENT – 2023 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.**

[Item Memo](#)

[Res 24-146.Statewide Mutual Aid Agreement.pdf](#)

[Exh A.FL DEM. Statewide Mutual Aid Agreement 2023.pdf](#)

- I.3 RESOLUTION NO. 24-147, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR INSTALLATION AND MAINTENANCE OF LIGHTING FACILITES ON SR 30A (BACK BEACH ROAD) FROM THE PANAMA CITY BEACH CITY LIMITS EAST TO HEATHER DRIVE.**

[Item Memo](#)

[Res 24-147.FPL.Lighting Agreement.Back Beach-Heather.pdf](#)

[Exh A.FLP.Lighting Agreement.PCB Portion.Back Beach.pdf](#)

[FDOT Project Cost Per Fixture.PCB Portion.pdf](#)

- I.4 *RESOLUTION NO. 24-148, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDERS WITH CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. AND DEAL CONSULTING, P.A. FOR THE UPDATE OF APPRAISALS OF PROPERTIES NECESSARY FOR FRONT BEACH ROAD PROJECTS, AND FOR CONSULTATION, PREPARATION AND ATTENDANCE AT HEARINGS RELATED TO THE CITY'S ACQUISITION OF PROPERTIES BY EMINENT DOMAIN FOR TOTAL COMPENSATION NOT TO EXCEED \$50,000.00 EACH.**

[Item Memo](#)

[Res 24-148.Chandler and Deal Task Orders.Appraisals.pdf](#)

[Exh A.Chandler Task Order.App Updates.pdf](#)

[Exh B.Deal Task Order.App Updates.pdf](#)

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

- J.1 ORDINANCE NO. 1647, AMENDING CHAPTER 4, ARTICLE II, OF THE CITY'S CODE RELATED TO SPECIAL EVENTS; FIRST READING, PUBLIC HEARING.**

[Item Memo](#)

[Ord 1647.Special Events.First Reading.06.20.24.pdf](#)

[Ord 1647.Business Impact Statement.02.pdf](#)

- J.2 ORDINANCE NO. 1648, COMPREHENSIVE PLAN - SANITARY SEWER ELEMENT PLAN AMENDMENT, FIRST READING / PUBLIC HEARING.**

[Item Memo](#)

[Ord 1648.Amending Comp Plan Sanitary Sewer Element.v2.cd.pdf](#)

[Exhibit A Sanitary Sewer Element Amended.pdf](#)

[2023-169.pdf](#)

- J.3 DRAFT ORDINANCE NO. 1649 FOR DISCUSSION, AMENDING CHAPTER 5, ARTICLE II, RELATED TO ANIMAL CONTROL.**

Item Memo
Ord 1649.DRAFT Animal Control.v2.0cd.pdf

J.4

RESOLUTION NO. 24-149, APPROVING AN AGREEMENT WITH CW ROBERTS CONTRACTING, INC. FOR THE PURCHASE OF HOT MIX ASPHALT AND PAVING MATERIALS AT SET UNIT PRICES.

Item Memo
Res 24-149.CW Roberts Contracting.Purchase Hot Mix Materials.Utilities.pdf
Exh A.CW Roberts.Hot Mix Agreement.pdf
CW Roberts.Hot Mix Materials.Bid.pdf
PCB24-31 BID TABULATION FORM.pdf

J.5 **RESOLUTION NO. 24-150, APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR A MUNICIPAL IMPACT FEE STUDY; AND AUTHORIZING A BUDGET AMENDMENT.**

Item Memo
Res 24-150.Raftelis.Municipal Impact Fee Study.pdf
Exh A.Raftelis.Municipal Impact Fee Agreement Proposal.06.10.2024.v2.pdf
Exh B.FY 2024 BA #31.pdf

J.6 **DISCUSSION / ACTION ITEM, BOARD APPOINTMENT.**

Item Memo
Airport Board Candidates.Packet Spreadsheet.06.20.2024.pdf
Clubbs Airport Board Application.pdf
Ron Pezley.Airport.Application and Bio.pdf
Santoro - Board Application Form (signed).pdf
Bill Caravello.APP BIO.pdf
Fletcher - ECP Airport Board Volunteer.pdf

K. CITY MANAGER REPORT

L. CITY ATTORNEY REPORT

M. COUNCIL COMMENTS

N. 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:

June 27, 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.

[06.27.2024.Community Announcements.pdf](#)



City of

Panama City Beach

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

Community Announcements
for the
June 27, 2024
City Council Meeting

Date	Event	Location
Thursday, July 4th Independence Day - City Offices Closed		
9:00 AM Ceremony Thursday, July 4 th	Veteran's Memorial	Aaron Bessant Park
Thursday, July 4 th Beginning at 9:00 PM	Fireworks	Russell-Fields City Pier
July 8 Throughout the month of July	USFA World Series Fastpitch Tournaments	Frank Brown Park
Thursday, July 11 Special Meeting – beginning at 5:00 PM	Next City Council Meeting	City Hall
Thursday, July 11 7:00 PM	Summer Concert Series	Aaron Bessant Park



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's June 13, 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.

[06.13.2024.Council Meeting Minutes.draft.pdf](#)



City of Panama City Beach

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

MINUTES of the **June 13, 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 June 13, 2024 meeting to order at 6:00 p.m.

ROLL CALL

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

A quorum was present with four 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

Vice Mayor Michael Jarman led the invocation. Mayor Stuart Tettemer led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS

Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Tettemer called for approval of the May 23, 2024 regular meeting minutes. **Councilman Register so moved. Vice Mayor Jarman seconded the motion. The May 23 meeting minutes were unanimously approved by a (4-0) roll call vote.**

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

APPROVAL OF AGENDA

Mayor Tettemer called for approval, additions and/or deletions to the agenda. Mayor Tettemer proposed adding a memorial to Richard Jackson who recently passed next on the agenda. Mayor Tettemer called for additional changes. Hearing and seeing none, **Vice Mayor Jarman moved to approve the agenda, as amended. Councilman Register seconded the motion. All were unanimously in favor of approval of the agenda as amended by a (4-0) roll call vote.**

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

Added to Agenda – Mayor Tettemer delivered a tribute to Richard E. Jackson, former City Manager for the Beach for over 33 years.

PRESENTATIONS

Mayor Tettemer invited Kathy Younce, Assistant Public Works Director, to the podium to present a brief update on the **N. Alf Coleman Road Sidewalk Project (copy attached)**. Mayor Tettemer called for comments from Council.

Vice Mayor Jarman thanked Kathy, her staff, and the past Council for supporting this project. Vice Mayor Jarman commented that the sidewalks provide a safer route for students when walking to school.

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. Cliff Gornto, 206 West Lakeshore Drive - Mr. Gornto asked for Council's help with completing his family home that was being held up by the sewer system approval process. Mr. Gornto further commented on the City's sewer lines, receiving his COO, pressure test passing, septic to sewer, putting locals first, and streamlining the process.
2. Scott Heilmann, 137 Johnson Bayou Drive – Mr. Heilmann asked the Mayor why he asked Captain Gary Wayne Beck was asked to leave the last council meeting. Mr. Heilmann commented on his opinion that Captain Beck was not out of order according to Florida Sunshine Laws and the City Charter. Mr. Heilmann further commented on equal protection clause requiring everyone to be treated equally. Mr. Heilmann commented that he thought that the Mayor's actions were biased based on the words he spoke. Mr. Heilmann commented that he filed a complaint with the Attorney General's Office. Mr. Heilmann discussed censuring a council member and requested that the City Manager ask for a second for someone to amend the charter. Mr. Heilmann moved that free speech protections afforded the Mayor be extended to the people and further stated that while he does not agree with most of what Mr. Beck said at the last meeting, he did deserve an apology.
3. Burnie Thompson – Mr. Thompson commented that he agreed with what the last gentleman said and further discussed what he thought the process was for speaking during a council meeting. Mr. Thompson expressed concern that the TDC was not posting its meeting minutes and/or meeting notices and submitting a public records request to the TDC. Mayor Tettemer directed Mr. Thompson to address his concerns to the TDC and to keep his comments related to City business.
4. Captain Gary Wayne Beck, 2601 Beech Street – Captain Beck commented on criminal acts against people, homes being stolen, and the BP Oil spill. Mayor Tettemer directed Captain Beck to keep his comments related to City business. Captain Beck further commented on an 8-year-old child abused, his house being destroyed, not being able to reach the Sheriff's office, and kissing cousins. Mayor Tettemer directed Captain Beck to keep his comments related to City business and to not insult the Council. Captain Beck commented on a Judge forging his name.
5. Matt Gunter, 106 Grand Falls - Mr. Gunter commented on the City's budget and inquired if consideration was given to when the City falls onto bad times and if that happens would the City dip into reserves. Mr. Gunter inquired as to what was the rationale behind the 25% reserve versus another mark. Mr. Gunter commented on adding additional employees.
6. Peter Fischetti, 308 Tarpon Street – Mr. Fischetti commented on the CRA mobility and parking survey and stated that in his opinion nobody wants buses. Mr. Fischetti asked Council to come up with a better idea.

Mayor Tettemer called for further public comments. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Mayor Tetterer asked Manager Whitman to respond to public comments. Manager Whitman reported he would have the Utilities Director speak with Mr. Gornto. Manager Whitman noted that Mr. Heilmann made a statement and with respect to Mr. Thompson's comments he had no control over the TDC. Manager Whitman commented with respect to Captain Beck's comments he would stand up for the PD as the PD did try to take his statement after the last meeting. Manager Whitman noted with respect to Mr. Gunter's comments, the City takes the budget seriously and the 25% to reserves was set by resolution. Assistant Director White concurred and added the City is guided by a financial policy manual. Manager Whitman added that with respect to adding employees, some were still on standby until certain thresholds were hit that were approved at the last budget workshop and the City does third-party contracts when feasible. Lastly, Manager Whitman noted that direction comes from the dais with respect to the CRA and Mr. Fischetti's comments.

Vice Mayor Jarman noted that this City operates its financial budget a lot differently than most cities since we do not have a property tax. Vice Mayor Jarman added that Council and Staff look at financial trending very closely, so they were hyper-aware of the revenue stream. Vice Mayor Jarman thanked Mr. Gornto for bringing the sewer issue to Council's attention.

CONSENT AGENDA

Mayor Tetterer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 24-136, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES FOR THE LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM.

RESOLUTION NO. 24-137, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF PORTABLE RADIOS FROM WILLIAMS COMMUNICATIONS, INC. IN THE TOTAL AMOUNT OF \$37,279.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 24-138, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #1 TO THE CITY'S AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC FOR THE ALF COLEMAN ROAD PROJECT TO ADD \$29,742.50.

RESOLUTION NO. 24-139, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH AT&T ENTERPRISES, LLC, d/b/a AT&T ENTERPRISES FLORIDA, LLC, AND T-MOBILE USA, INC. FOR CELLULAR SERVICES TO CITY FACILITIES, DEVICES, AND EQUIPMENT IN AN INITIAL ESTIMATED ANNUAL AMOUNT OF \$270,100.00.

Mayor Tetterer noted the Consent Agenda was available to Council. **Councilmember Coburn moved to approve the Consent Agenda. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (4-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Excused
Mayor Tetterer	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. DRAFT ORDINANCE NO. 1647 FOR DISCUSSION, AMENDING CHAPTER 4, ARTICLE II, OF THE CITY'S CODE RELATED TO SPECIAL EVENTS.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis noted he would not read the title of Ordinance 1647 into the record since it was only a draft and for discussion only by Council. Mr. Davis noted a few meetings ago he was directed by Council to draft an amendment to the special events ordinance that would essentially make a second event a conditional use. Mr. Davis reported, as a private attorney, he represented the organizers of the Gulf Coast Jam event in a limited capacity. Mr. Davis added before he took on that client he checked with his law firm, the Florida Ethics Commission and the Florida Bar Association and there were no conflicts. Mr. Davis noted he was available to answer any questions about the draft ordinance.

Mayor Tettemer called for public comment on draft Ordinance No. 1647. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Mayor Tettemer invited Council to comment. Councilmember Coburn commented that the ordinance was unclear to her and further inquired about medium events versus large events, etc. and inquired if the ordinance needed to be broken down by attendance. Vice Mayor Jarman noted he had that same thought that perhaps it needed to be broken down by attendance. Councilman Register concurred and noted he liked the idea and premise behind the ordinance drafted by Attorney Davis.

Mr. Davis discussed the original direction by Council and noted that this draft addresses multiple events on the same day.

Vice Mayor Jarman discussed attendance, the noted the ordinance does give the Council wide birth to look at that second event and would accommodate what Council was looking for.

Mayor Tettemer noted that it appears in section 3(D) the traffic control piece is addressed. Mayor Tettemer noted that Council may want to consider that extra-large events can impact cell service so Council may want to require additional cell towers. Attorney Davis reported he could tie that to safety concerns.

Mayor Tettemer inquired if there were two events applied for but not approved yet, which event was considered first. Attorney Davis reported whichever event had its application in first, the early bird gets the worm.

Mayor Tettemer inquired about noticing requirements before the Council. Attorney Davis reported notice requirements could be similar to a quasi-judicial hearing and he would add that language to the next draft if Council desired. Mayor Tettemer inquired if the applicant would have the right to appeal. Mr. Davis stated as written, no, however, if the Council denies an application or places conditions on an application, he could add language that the applicant would have the right to go before the Circuit Court.

Discussion regarding impacts on the Pier Park area and conditions placed on the second event took place.

Councilman Register inquired as to what Attorney Davis was looking for from Council. Councilman Register noted he agreed with the suggestions that the Mayor brought up. Attorney Davis noted he was looking for head nods from Council on the suggestions and if in agreement he would revise the draft. Councilman Register noted he concurred with the Mayor's suggestions.

Mayor Tettemer recapped **language would be inserted to 1) address additional cell service towers 2) appeals and 3) hearing process. All Councilmembers concurred by a voice vote. Mayor Tettemer inquired if the Council would like to move this to first reading at the next meeting. Councilmembers concurred by a voice vote.**

ITEM 2. RESOLUTION NO. 24-140, AUTHORIZING A 3% COST-OF-LIVING ADJUSTMENT FOR ALL FULL-TIME CITY EMPLOYEES AND PROVIDING AN EFFECTIVE DATE.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-140 by title only. Mayor Tettemer invited Manager Whitman to comment.

Manager Whitman reported the last Council asked Staff to bring the COLA before the budget workshop, they recommended looking at COLAs between June-August. Manager Whitman added the previous Council budgeted for this and it was in the 5-year plan.

Mayor Tettemer called for public comment. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Vice Mayor Jarman offered his support and noted this would go a long way with trying to retain very good staff. Mayor Tettemer inquired if Council would look at this the same time every year. Manager Whitman recommended yes, so a budget amendment would not be needed.

Vice Mayor Jarman moved to approve Resolution 24-140. Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution No. 24-140 by a (4-0) roll call vote.

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

ITEM 3. RESOLUTION NO. 24-141, APPROVING THE PURCHASE OF ONE FULLY EQUIPPED 2024 FORD POLICE RESPONDER TRUCK FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC.; AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-141 by title only. Mayor Tettemer invited Chief Talamantez to comment.

Chief Talamantez discussed a February 2024 accident - an Officer and his vehicle being struck by a drunk driver.

Discussion regarding the Officer being fine, the condition of the vehicle, receiving insurance proceeds to cover a portion of the replacement vehicle, and equipment such as light bars, etc. on the vehicle took place.

Mayor Tettemer called for further comments from Council. **Vice Mayor Jarman moved to approve Resolution 24-141. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution No. 24-141 by a (4-0) roll call vote.**

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

ITEM 4. RESOLUTION NO. 24-142, SCHEDULING SPECIAL MEETINGS ON JULY 11 AND AUGUST 8, 2024, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution 24-142 by title only. Mayor Tettemer invited Manager Whitman to comment.

Manager Whitman explained a few years back, the Council moved back the start time of its council meetings so they and residents attend meetings could make it to the summer concert series. Manager Whitman added this resolution proposes to move a July and an August meeting to 5:00 PM so you and guests could attend the concerts.

Councilmember Coburn and Councilman Register expressed their support.

Mayor Tettemer called for public comments. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Mayor Tettemer called for comments from Council. **Councilmember Coburn moved to approve Resolution 24-142. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-142 by a (4-0) roll call vote.**

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

ITEM 5. RESOLUTION NO. 24-143, APPROVING A LEASE AGREEMENT WITH THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS FOR PROPERTY LOCATED AT 225 NORTH GULF BLVD.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-143 by title only. Mayor Tettemer invited Chief Talamantez to comment.

Chief Talamantez talked about the proposed K9 facility and note he and staff were extremely excited about the facility

Mayor Tettemer called for public comments.

1. Charles Nelson – Mr. Nelson commented that he was at the County meeting when they approved their part of the lease. Mr. Nelson inquired if there would be a revenue stream with this facility.

Mayor Tettemer called for further public comments. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Manager Whitman reported that the City would not charge rental fees and further discussed the purpose of the training facility.

Vice Mayor Jarman thanked the County Commissioners for helping make this facility a reality and noted the City's K9 force would be the largest force in the Panhandle and the facility would be used by nearby agencies.

Mayor Tettemer concurred and thanked the County Commissioners for the collaboration and the favorable lease terms. Mayor Tettemer thanked Commissioner Pease who was in the audience.

Mayor Tettemer called for final comments from Council. **Vice Mayor Jarman moved to approve Resolution 24-143. Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution No. 24-143 by a (4-0) roll call vote.**

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

ITEM 6. RESOLUTION NO. 24-144, AUTHORIZING A BUDGET AMENDMENT FOR ONE FULL TIME INSPECTOR AND ONE FULL TIME ADMINISTRATIVE SUPPORT SPECIALIST FOR THE FIRE DEPARTMENT.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-144 by title only. Mayor Tettemer invited Chief Morgan to comment.

Chief Morgan discussed the Fire Inspection section's workload being up since the short-term rental ordinance went into effect. Chief Morgan provided stats for that section since the ordinance went into effect.

Mayor Tettemer called for further public comments. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Discussion regarding in-house versus contractors took place. Chief Morgan discussed the benefits of hiring in-house and the full-time inspector being a certified firefighter. Chief Morgan noted this was budget neutral. Further discussion regarding the inspector being a certified firefighter took place.

Mayor Tettemer called for public comments. Hearing and seeing none, Mayor Tettemer closed the public comment period.

Mayor Tettemer called for further comments from Council. **Councilmember Coburn moved to approve Resolution 24-144. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-144 by a (4-0) roll call vote.**

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

ITEM 7. DISCUSSION / ACTION ITEM, BOARD APPOINTMENTS.

1. **Audit Committee** - Per Resolution No. 23-222, the Audit Committee shall consist of one member of the City Council, who shall serve as chair of the committee, and four qualified persons selected and appointed by the City Council. At the May 9, 2024, City Council meeting, Mayor Tettemer was selected to serve as chair of this committee. Two of the four members with terms expiring in May and June have chosen not to serve a new 2-year term. Members Zachary VanDyke and Mark Neitzel have expressed a willingness to serve a new 2-year term. A public notice of vacant seats was posted on May 9, 2024, and no

applications were received by the May 16th deadline for the vacant seats. Staff recommends that Mr. VanDyke and Mr. Nietzel be reappointed so that the audit committee has a quorum and requests direction on filling the remaining two vacant seats. Subsequent to the May 16th deadline, an application was received by **Mr. Chip Moenius** and is attached for your consideration.

Mayor Tettemer called for discussion from Council. Councilman Register noted he was in favor of appointing those who wanted to continue to serve. Mayor Tettemer noted he interviewed Mr. Moenius. Manager Whitman noted the Board would still be down one seat vacant so he needed direction from the dais as to if it should be advertised again. Mayor Tettemer noted it would be worth advertising again in his opinion and perhaps Staff could reach out as well.

Councilman Register moved to approve all three nominees (VanDyke, Neitzel, Moenius). Councilmember Coburn seconded the motion. All were unanimously in favor of approval by a (4-0) roll call vote.

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

2. Civil Service Commission - A public notice was posted on May 9, 2024, to fill one vacant seat on the Civil Service Commission. Four applications were received by the May 16th deadline. One of the four candidates lives outside of the City leaving three qualified applicants for your consideration.

Councilmember Coburn moved to appoint Angie Channel to the Civil Service Board. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval by a (4-0) roll call vote.

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

3. Examining Board - One application has been received for the Civilian vacant seat by the published deadline. The Master Gas Fitter and Master Electrician seats are currently vacant. Staff is currently working on revising the requirements of the board composition for Council's consideration at a future date.

Councilman Register moved to appoint Mr. Gregory to the civilian seat of the Examining Board. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval by a (4-0) roll call vote.

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

4. Half-Cent Sales Tax Committee - Members of the Half-Cent Sales Tax Oversight Committee are selected by individual Council members. Mayor Tettemer and Councilman Register will need to make appointments to this committee. Additionally, Vice Mayor Jarman's appointee has indicated that he does not wish to serve another term so the Vice Mayor will need to make an appointment as well.

Vice Mayor Jarman moved to appoint **Kenny Ainsworth** to the Half Cent Sales Tax Committee.
Councilman Register moved to appoint **Jonah Bonner** at 405 Liverpool.
Mayor Tettemer moved to nominate **Charlie Nelson**, CPA.

Vice Mayor Jarman moved to approve the slate. Councilman Register seconded the motion. All were unanimously in favor of approval by a (4-0) roll call vote.

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

5. Northwest Florida Beaches Airport Authority - A public notice calling for volunteers to serve on the Northwest Florida Airport Authority was posted on May 13, 2024. The deadline to apply was May 23, 2024 by the close of business. Applications were received from four individuals and are included in the packet for your review. Additionally, the City's current appointee, Mark Sheldon, has indicated his desire and willingness to serve another term.

Vice Mayor Jarman Michael discussed the Airport's growth and expansion over the past 4 years. Vice Mayor Jarman reported the current board elected Mark Sheldon to be its incoming Chairman, and it is important for the City to have that vote. Vice Mayor Jarman voted to retain Mark Sheldon on the Board.

Mayor Tettemer discussed interviewing all the candidates. Mayor Tettemer noted his top two candidates were Mr. Morehouse and Mr. Pezley, and because of Mr. Morehouse's financial experience his choice was Mr. Morehouse. Mayor Tettemer discussed the last Council choosing an elected person instead of from the slate of nominees.

Councilman Register noted he served with Jason Morehouse on the Planning Board. Councilman Register discussed Mark Sheldon being up next to become Chairman and Mark Sheldon's finger on the pulse and his understanding of economic development. Councilman Register noted his choice was Mark Sheldon with Jason Morehouse his number 2.

Further discussion regarding the process and a motion being needed to vote took place.

Vice Mayor Jarman moved to reappoint Mark Sheldon to the Airport Board. Councilman Register seconded the motion. Mayor Tettemer asked Ms. Fasone to call the roll.

Councilmember Coburn	No
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Excused
Mayor Tettemer	No

Attorney Davis noted as a tie it was a no vote.

Councilman Register inquired if this item could be tabled until Council's 5th member was in attendance.

Councilmember Coburn moved to appoint Mr. Morehouse to the Airport Board. Vice Mayor Jarman seconded the motion. Mayor Tettemer asked Ms. Fasone to call the roll.

Councilmember Coburn	Aye
Councilman Register	No
Vice Mayor Jarman	No
Councilman Casto	Excused
Mayor Tettermer	Aye

Motion failed due to a tie.

Discussion regarding the process took place. Mayor Tettermer suggested that Council open the process up for another week to be fair to everyone.

Councilman Register inquired about just appointing sitting members to Boards without asking them to reapply. Councilman Register asked for clarification as to why it was being requested for this Board. Attorney Davis reported to his knowledge the City had not asked sitting members to reapply. Mayor Tettermer discussed this Board appointment being contented. Discussion regarding history of this Board appointment took place. Discussion regarding timing and the Airport Board's next meeting being in July took place. Further discussion regarding this appointment being a Beach appointment took place.

Vice Mayor Jarman moved to extend the application process for one more week and vote at Council's June 27th meeting. Manager Whitman asked for clarification on the deadline to apply and recommended June 20th at 4:00 PM so Ms. Lynne can get the packet out. Councilmembers concurred. **Councilman Register seconded the motion. All were unanimously in favor of extending the application process by one week by a (4-0) roll call vote.**

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

CITY MANAGER REPORT –Manager Whitman encouraged Mr. Nelson, if he is a CPA, to apply for the vacant seat on the Audit Committee because he can do both the Half Cent and the Audit Committee. Manager Whitman noted that he would follow up with Mr. Nelson after the meeting. Manager Whitman thanked Council for recognizing Mr. Richard Jackson as he was a friend and hired him. Manager Whitman noted that Mr. Jackson would be missed.

CITY ATTORNEY REPORT – Attorney Davis reported at the last meeting Council directed him to draft a letter regarding service fees being charged at restaurants on the Beach. Attorney Davis reported the letter was drafted, Ms. Lynne has a copy of it, and should the letter go to all restaurants or just those charging fees. Vice Mayor Jarman recommended that it be sent to all restaurants. Councilmember Coburn concurred. Discussion regarding the letter being sent to all restaurants not all business at this time. Attorney Davis clarified that the letter would be sent to all restaurants within the city limits that can be identified. All Councilmembers concurred by a voice vote. Councilmember Coburn recommended that a copy of the letter be posted on the City website as well. Attorney Davis offered his condolences to the Jackson family.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Vice Mayor Jarman offered his condolences to the Jackson family on Richard’s passing, a great loss to the Beach. Councilman Register offered his condolences to the Jackson family and noted Mr. Jackson was a neighbor of his. Councilmember Coburn offered her condolences as well. Mayor Tettemer offered his condolences as well.

Mayor Tettemer thanked Staff and the Council for moving the special events ordinance forward. Mayor Tettemer announced that the City now has a YouTube channel, and the meetings were also now being closed captioning. Mayor Tettemer thanked Manager Whitman and the City’s IT Department for assisting with that project. Mayor Tettemer recommended that the City Code regarding licensing dogs and cats be updated since the City does not actually license dogs and cats. Mayor Tettemer also recommended that since the chicken ordinance was a little burdensome it could also be adjusted to when someone gets a new neighbor and to also insert a ban on roosters. Attorney Davis noted he would research those recommendations.

Mayor Tettemer thanked everyone for attending.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 7:37 p.m.

READ AND APPROVED this _____ day of June, 2024.

ATTEST:

Stuart Tettemer, Mayor
City of Panama City Beach, Florida

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.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Julie Roeder, Administration

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Recognize employees for years of service with the City.

4. AGENDA:

PRESENTATIONS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

Quality of Life

N/A

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

Recognition of employee service.

[Employee Service Awards 6.27.24.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

**City Council Meeting
June 27, 2024**

Employee Plaque Presentations

**Building & Planning Department
Melissa Deese – 20 Years**

**Public Works Department
Kathryn Younce – 20 Years**

**Utilities Department
Albert Bock – 5 Years**

Mayor
Stuart Tettermer

Vice Mayor
Michael Jarman

Ward 1
Paul Casto

Ward 2
Ethan Register

Ward 3
Mary Coburn

City Manager
Drew Whitman
Asst. City Mgr.
Holly White



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, Administration

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

N/A

4. AGENDA:

PRESENTATIONS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development

Quality of Life

Public Safety

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

Mr. Andrew Starr, Vice President, Chief Health Operations Officer of Tallahassee Memorial HealthCare, Inc. to provide Council with a progress update on the new hospital.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Marsha Rivett, Public Works

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

4. AGENDA:

PRESENTATIONS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Public Safety

Attractive Community

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

2024 Street Resurfacing Project Update.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Leah Bailey, Utilities

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase two trailer mounted bypass pumps (one 4-inch and one 6-inch) for the Lift Station Division in the total amount of \$183,173.00.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

Quality of Life

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

Funds were allocated in the FY24 budget to purchase two (2) trailer mounted bypass pumps for the Lift Station Division. The purchases are necessary due to the increased number of City-owned lift stations and for emergency response efforts. These units are vital assets for Staff when responding to high flow events, assessing pump failures and power outages, and performing routine pump maintenance and replacement efforts. Both pumps are trailer mounted which allows for rapid mobilization. They are equipped with a sound enclosure for operation in residential settings, auto start/stop control panel, battery charging system, and oversized fuel tank.

The two pumps are different sizes thus two quotes were obtained from Thompson Pump & Manufacturing Co., Inc., one for each unit. These purchases are a "piggyback" utilizing the Florida Sheriff's Association Contract # FSA23-EQU21.0 in the total amount of \$183,173.00. A copy of each quote and the Sheriff's Association contract are provided for review.

Staff recommends approval.

[Res 24-145.Thompson Pump.Purchase 2 Trailer-Mounted Pumps.pdf](#)

[Exh A.Thompson Pump.Quote FLBL24066.pdf](#)

[Exh A.Thompson Pump.Quote FLBL24065.pdf](#)

[Exh B.FL Sheriffs Contract FSA23-EQU21.0.08.21.2023.pdf](#)

RESOLUTION NO. 24-145

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO TRAILER-MOUNTED BYPASS PUMPS FOR THE UTILITIES DEPARTMENT FROM THOMPSON PUMP & MANUFACTURING CO., INC. IN THE TOTAL AMOUNT OF \$183,173.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT GOVERNING THAT PURCHASE.

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 execute and deliver on behalf of the City that certain Proposal between the City and Thompson Pump & Manufacturing Co., Inc. for the purchase of two (2) trailer-mounted bypass pumps for the Utilities Department in the total amount of One Hundred Eighty-Three Thousand One Hundred Seventy-Three Dollars and No Cents (\$183,173.00) 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. By accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions obtained by the Florida Sheriffs Association through an advertised, competitive bidding process, Contract No. FSA23-EQU21.0, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of June, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettermer, Mayor

ATTEST:

Lynne Fasone, City Clerk



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

June 6, 2024

Quote # FL-BL-24066

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

PH: (850) 233-5100 Ext 2420
CELL: N/A
E: leah.bailey@pcbfl.gov

RE: FY 2023-2025 6" Trailer Mounted High Head Solids Handling Vacuum-Assisted Pump

Ms. Leah Bailey – Utilities Business Manager,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Panama City Beach for high head bypassing pumping operations.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (1) Thompson Pump Model **6JSVD-DJDST-45HC04-ZC**, a 6" trailer mounted, sound attenuated, solids handling, diesel powered, high head by-pass pump with auto start/stop control panel. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Equipment This Florida based government contract enables the City of Panama City Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 45,947.00	\$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight® enclosure	8/10/12- SK	1	\$ 16,216.00	\$ 16,216.00
<< ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	8JSC-FT4-J	1	\$ 37,458.00	\$ 37,458.00
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	1	\$ 544.00	\$ 544.00
<< ADD Option- Upgrade pumping system with ENLARGED fuel tank- 4/6 - 150 gallons capacity	Z Tank- 150	1	\$ 3,225.00	\$ 3,225.00
<< ADD Option- Upgrade pump with OVT® priming system- JSC models only	OVT	1	\$ 4,350.00	\$ 4,350.00
Non-Scheduled Option Deduction:				
<< Non-Scheduled Add Option- Downgrade pump from 8JSC to 6JSCD	N/A	1	\$ 3,118.00	\$ 3,118.00
Final Model: 6JSVD-DJDST-45HC04-ZC				\$ 104,622.00

* Terms & Conditions *

- **DELIVERY FREIGHT: INCLUDED**
- FOB: DESTINATION
- TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
- DELIVERY: 40-42 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

June 6, 2024

Quote # FL-BL-24065

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

PH: (850) 233-5100 Ext: 2420
CELL: N/A
E: leah.bailey@pcbfl.gov

RE: FY 2023-2025 4" Trailer Mounted High Head Solids Handling Vacuum-Assisted Pump

Ms. Leah Bailey – Utilities Business Manager,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Panama City Beach for high head bypassing pumping operations.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (1) Thompson Pump Model **4JSVC-DCUST-2.8-ZC**, a 4" trailer mounted, sound attenuated, solids handling, diesel powered, high head by-pass pump with auto start/stop control panel. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Equipment This Florida based government contract enables the City of Panama City Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 45,947.00	\$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight® enclosure	6-SK	1	\$ 14,519.00	\$ 14,519.00
<< ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	4JSC-HP-FT4-C	1	\$ 7,341.00	\$ 7,341.00
<< ADD Option- Upgrade pumping system with on-board 115 VAC-powered battery charging system	Battery Charger	1	\$ 544.00	\$ 544.00
<< ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std dims	D Tank	1	\$ 2,625.00	\$ 2,625.00
<< ADD Option- Upgrade pumping system with ENLARGED double walled modular fuel tank- 4/6 – 150 gallons capacity	Z Tank	1	\$ 3,225.00	\$ 3,225.00
<< ADD Option- Upgrade pump with OVT® priming system- JSC models only	OVT	1	\$ 4,350.00	\$ 4,350.00
Final Model: 4JSVC-DCUST-2.8-ZC				\$ 78,551.00

*** Terms & Conditions ***

- **DELIVERY FREIGHT: INCLUDED**
- FOB: DESTINATION
- TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
- DELIVERY: 40-42 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA23-VEH21.0 – Heavy Trucks and Buses

**FSA23-VEL31.0 – Pursuit, Administrative and
Other Vehicles**

FSA23-EQU21.0 – Equipment

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION
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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

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The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

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- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

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- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

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contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

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- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

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1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

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1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

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amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

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Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

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- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

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The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

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termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

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descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

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2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

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the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

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package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

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- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

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- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

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2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

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Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees 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 the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

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Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



v.10_2015

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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32306
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

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a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Ray Morgan, Fire

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 24-146 which authorizes an agreement with the Florida Division of Emergency Management for statewide mutual aid.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

Quality of Life

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

The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the State of Florida the authority to develop and enter into mutual aid agreements with the State for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted. Essential services and the destruction of infrastructure needed to deliver those services is likely to result from a wide range of emergencies and disasters to which the State of Florida is vulnerable. The emergency response and recovery capabilities of any local government are likely to be inadequate to respond appropriately to such disasters. The Statewide Mutual Aid Agreement - 2023 allows local governments to both request and provide emergency management assistance. The Agreement outlines the responsibilities of assisting parties as well as the process for obtaining reimbursement for services rendered and resources utilized in the provision of such services.

The term of the Agreement is for one (1) year from the date of execution. It shall automatically renew each year unless the City elects to withdraw and makes timely notification of its intent to the Division of Emergency Management.

Staff recommends approval.

[Res 24-146.Statewide Mutual Aid Agreement.pdf](#)

[Exh A.FL DEM. Statewide Mutual Aid Agreement 2023.pdf](#)

RESOLUTION NO. 24-146

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING STATEWIDE MUTUAL AID AGREEMENT
– 2023 WITH THE FLORIDA DIVISION OF EMERGENCY
MANAGEMENT.**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

NOW, THEREFORE, BE IT RESOLVED that the Statewide Mutual Aid Agreement – 2023 between the City and the Florida Division of Emergency Management (FDEM), in the form attached as **Exhibit A**, is approved, and the appropriate officers of the City are authorized to execute and deliver it on behalf of the City to FDEM.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of June, 2024.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

By: _____
Stuart Tettermer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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Ron DeSantis, Governor

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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Marsha Rivett, Public Works

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of a lighting agreement between the City and Florida Power & Light Company for the installation of lighting on SR 30A from the City limits to Heather Drive. The City will be responsible for the monthly cost of \$3,174.77 for the 159 lights in the lighting agreement. Ultimately, this cost will be recovered from the Florida Department of Transportation (FDOT) under the 2021 State Highway Lighting, Maintenance, and Compensation Agreement between the City and FDOT.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Transportation
Attractive Community

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

The purpose of the lighting agreement with Florida Power & Light Company is to facilitate the upgrading of lighting infrastructure along SR 30A (Back Beach Road) from the City limits eastward to Heather Drive for the FDOT project to widen this roadway to 6 lanes.

The costs for the new lighting are itemized as follows:

- Monthly Fixture Cost: \$2,537.08
- Monthly Pole Cost: \$302.72, in accordance with the lighting tariff
- Additional Lighting Charge: \$334.97, per lighting agreement

The total monthly charge is \$3,174.77, which represents a per fixture amount of \$19.97.

This cost will be recovered under the 2021 State Highway Lighting, Maintenance, and Compensation Agreement between the City and the Florida Department of Transportation (FDOT). Under the terms of this agreement, FDOT will reimburse the City at a rate of \$24.00 per fixture per month. With a total of 159 fixtures, this equates to a reimbursement of \$3,816.00 per month. The net positive amount to the City is \$641.23 per month.

Accordingly, Staff recommends approval of the lighting agreement.

[Res 24-147.FPL.Lighting Agreement.Back Beach-Heather.pdf](#)
[Exh A.FLP.Lighting Agreement.PCB Portion.Back Beach.pdf](#)
[FDOT Project Cost Per Fixture.PCB Portion.pdf](#)

RESOLUTION NO. 24-147

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR INSTALLATION AND MAINTENANCE OF LIGHTING FACILITIES ON SR 30A (BACK BEACH ROAD) FROM THE PANAMA CITY BEACH CITY LIMITS EAST TO HEATHER DRIVE.

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 Florida Power & Light Company relating to the installation and maintenance of lighting facilities on SR 30A (Panama City Beach Parkway) from the Panama City Beach City limits westward limits east to Heather Drive, in 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 in regular session this ____ day of June, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

FPL Account Number: NEWFPL Work Request Number: 13221808**LIGHTING AGREEMENT**

In accordance with the following terms and conditions, City of Panama City Beach (hereinafter called the Customer), requests on this day of 15 May, 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) SR 30 PCB jurisdiction to Heather Dr, located in Panama City Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2 186W	186	25837	4000	159	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed
Standard Wood 40'	40	
Standard Concrete 40' Side Mount	8	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): _____

(Continue on Sheet No. 9.142)

(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 334.97 _____. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Changes and Terms Accepted:

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: **Brian White** Digitally signed by Brian White
Date: 2024.05.15 11:26:59 -05'00'
(Signature)

Brian White
(Print or type name)

Title: **Sales Manager**

Project Monthly Cost Breakdown

Project:	City of Panama City Beach 437759-2-56-01	
Monthly Fixture Cost:	\$	2,537.08
Monthly Pole Cost:	\$	302.72
ALC:		\$334.97
Total Monthly:	\$	3,174.77
Fixture Count:	\$	159.00
Monthly Cost Per Fixture:	\$	19.97
FDOT Reimbursement per fixture/month:	\$	24.00 Monthly

***FP&L Billing will be set up on a separate account for this project and will bill after all lighting has been installed and FDOT inspection has been completed.**

City of Panama City Beach will be billed \$3,174.77 plus tax per month
FDOT will pay all CIAC and will reimburse City at contracted rate

City will be Net Positive



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Amy Myers, Legal

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Consider and approve Resolution No. 24-148.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Attractive Community

Economic Development

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

When litigation is necessary to acquire right of way for the City's Front Beach Road Projects, the City relies on the testimony of its appraisers to confirm the good faith estimate of value. Often many months have passed between completion of the report and the hearing date, thus requiring an update to the appraisal in anticipation of that hearing.

On October 12, 2022, the City issued a task order to Chandler and Associates for these services in a not to exceed amount of \$15,000. It is anticipated that the total costs assessed by Chandler in preparation for a hearing next month will cause the maximum amount allowed under this task order to be exceeded. Staff requests a new task order that will cover any costs incurred for that remaining parcel on Segment 4.2 as well as expected upcoming hearings related to properties Chandler appraised on Segment 4.3.

The appraisal tasks for Segment 4.3 have been split between Randy Chandler and Shannon Deal, so an identical Task Order is requested for Deal Consulting, P.A. for the appraisal updates and litigation support that will be needed from Shannon as an expert witness in these matters.

Staff recommends approval.

[Res 24-148.Chandler and Deal Task Orders.Appraisals.pdf](#)

[Exh A.Chandler Task Order.App Updates.pdf](#)

[Exh B.Deal Task Order.App Updates.pdf](#)

RESOLUTION NO. 24-148

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDERS WITH CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. AND DEAL CONSULTING, P.A. FOR THE UPDATE OF APPRAISALS OF PROPERTIES NECESSARY FOR FRONT BEACH ROAD PROJECTS, AND FOR CONSULTATION, PREPARATION AND ATTENDANCE AT HEARINGS RELATED TO THE CITY'S ACQUISITION OF PROPERTIES BY EMINENT DOMAIN FOR TOTAL COMPENSATION NOT TO EXCEED \$50,000.00 EACH.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order between the City and Chandler and Associates of Panama City, Inc. relating to the periodic update of appraisals, and preparation for and attendance at hearings or meetings related to the acquisition of properties for the Front Beach Road Right Of Way Projects, in an amount not to exceed \$50,000.00, 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 and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order between the City and Deal Consulting, P.A. relating to the periodic update of appraisals, and preparation for and attendance at hearings or meetings related to the acquisition of properties for the Front Beach Road Right Of Way Projects, in an amount not to exceed \$50,000.00, in substantially the form **attached** as Exhibit B 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 regular session this ____ day of June, 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-

DATE: JUNE 27, 2024

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated August 13, 2020, (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, Appraiser agrees to perform the following specific tasks related to **Front Beach Road Right-of-Way Project Segments 4.2 and 4.3:**

Requested attendance at CRA team meetings and associated travel; preparation for and attendance at hearings or depositions and costs of associated travel; updates of appraisals previously completed in advance of hearings or settlement meetings; consultations with City staff regarding general appraisal or market matters unrelated to property for which an appraisal report has been requested or tasked.

Appraiser's total compensation shall be determined on a time-involved basis with a maximum cost of \$50,000.00.

Work shall be directed when needed. If an appraisal update is requested by the City Attorney, work shall be completed within 30 calendar days. 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 Appraiser and City, Appraiser is directed to proceed.

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

Witness:

CHANDLER AND ASSOCIATES OF PANAMA
CITY, INC.

By: _____ Date: _____

Its:

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

By: _____ Date: _____

Drew Whiteman, City Manager

City Clerk

COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER NO. 2024-

DATE: JUNE 27, 2024

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEAL CONSULTING, P.A. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated **April 27, 2023**, (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, Appraiser agrees to perform the specific tasks related to **Front Beach Road Right-of-Way Project Segment 4.3:**

Requested attendance at CRA team meetings and associated travel; preparation for and attendance at hearings or depositions and costs of associated travel; updates of appraisals previously completed in advance of hearings or settlement meetings; consultations with City staff regarding general appraisal or market matters unrelated to property for which an appraisal report has been requested or tasked.

Appraiser's total compensation shall be determined on a time-involved basis with a maximum cost of \$50,000.00.

Work shall be directed when needed. Once requested by the City Attorney, work shall be completed within 30 calendar days. 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 Appraiser and City, Appraiser is directed to proceed.

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

Witness:

DEAL CONSULTING, P.A.

By: _____ Date: _____

Its:

CITY OF PANAMA CITY BEACH, FL

ATTEST:

By: _____ Date: _____

Drew Whitman, City Manager

City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cole Davis, Legal

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends that the Council approve this ordinance on first reading in order to move Ordinance 1647 to a second reading at an upcoming meeting.

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
Transportation
Public Safety

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

At the Council meetings on May 9 and June 13, Staff was directed by the Council to look at options for the Council to consider when receiving a request for a second "large" special event for the same date as an already scheduled large event. In response to that direction, legal drafted Ordinance No. 1647 for consideration on first reading by the Council.

Because two large events on the same day have the potential for greater impacts to the public, this ordinance provides the Council with the discretion to impose conditions determined by the criteria in Section 4-21(3) of the City's Code of Ordinances. The ordinance outlines the circumstances under which a second "large" event may be permitted, including protection of public health, safety, and welfare, availability of adequate resources to mitigate the adverse effect and increased congestion on existing traffic patterns, ability to provide an appropriate level of medical aid services, and ability to provide adequate parking and transportation services for the expected attendance. Revisions to the draft ordinance previously discussed were made per the direction of the Council at its meeting on June 13.

[Ord 1647.Special Events.First Reading.06.20.24.pdf](#)

[Ord 1647.Business Impact Statement.02.pdf](#)

ORDINANCE NO. 1647

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 4, ARTICLE II, OF THE CITY'S CODE OF ORDINANCES RELATED TO SPECIAL EVENTS; REQUIRING THAT ANY SECOND LARGE EVENT ON THE SAME DAY AS A PREVIOUSLY PERMITTED LARGE EVENT RECEIVE CONDITIONAL APPROVAL BY THE CITY COUNCIL; SETTING FORTH CRITERIA FOR APPROVAL OF A SECOND LARGE EVENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING 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 4 Article II, Section 4-25 of the Panama City Beach Code of Ordinances related to Limitations on Special Events is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 4-25. Limitation of *Special Events*.

- (1) Notwithstanding anything to the contrary herein, permits for large events occurring wholly or partially on the sandy beach shall be restricted to the following limits for any one (1) calendar day:
 - a. One (1) large event with deemed attendance in excess of ten thousand (10,000) persons; or
 - b. Multiple large or medium events with aggregate deemed attendance of twelve thousand (12,000) persons where the deemed attendance of no single event is greater than five thousand (5,000) persons; or
 - c. Multiple large or medium events with aggregate deemed attendance of fifteen thousand (15,000) persons where the deemed attendance of no single event is greater than two thousand five hundred (2,500) persons; or
 - d. A total of six (6) large or medium events regardless of deemed attendance.
 - e. Permits shall be issued in the order that substantially complete applications with the required fee are filed.
- (2) No *Special Event* shall be permitted to take place, in whole or in part, at Aaron Bessant Park on any Friday, Saturday, or before 12:00 p.m. and after 8:00 p.m. on Sunday between the last Monday in May ("Memorial Day") and the first Monday in September ("Labor Day") in any given year.
- (3) **In the event that a *Special Event* permit has been issued for a large event (a "First Large Event"), any proposed large event on the same calendar day as the First Large Event (a "Second Large Event") shall be subject to conditional approval by the City Council. Any additional conditions imposed must be determined by the criteria set forth in section 4-21(3) of this Code and the factors set forth herein. A Second Large Event shall be permitted provided that the Council finds that based upon the resources necessary and impact on the community by all events scheduled in the City on the same calendar day and with any conditions imposed that:**

- a. The Second Large Event is to be located, designed, and operated so that the public health, safety, and welfare are protected.
 - b. The Second Large Event will be able to provide the resources necessary to mitigate the adverse effect and increased congestion on existing traffic patterns in the City.
 - c. The Second Large Event will be able to provide the medical aid resources necessary to mitigate the burden on the community's public health resources, including the capacity of the community's hospital services.
 - d. The Second Large Event will be able to provide adequate parking facilities and transportation services necessary to accommodate the anticipated attendance.
 - e. The Second Large Event will not unduly hinder telecommunication services necessary for public safety around the event, which may require the use of portable communication towers to enhance service on telecommunication devices.
- (4) Upon receipt of a complete application for a Second Large Event, the City Manager shall review the application pursuant to this Chapter and provide a recommendation to the City Council including any recommended conditions to be placed on the Second Large Event permit. Upon receipt of the City Manager's recommendation, the City Council shall conduct a quasi-judicial hearing in accordance with the procedure set forth in section 10.13.00 of the City's Land Development Code to determine whether to grant, grant with conditions or deny the Second Large Event application.
- (5) Any person aggrieved by the City Council's decision is entitled to timely seek review of the decision by certiorari in the Circuit Court of Bay County, Florida.

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 be effective 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 CHAPTER 4, ARTICLE II, OF THE CITY'S CODE OF ORDINANCES RELATED TO SPECIAL EVENTS; REQUIRING THAT ANY SECOND LARGE EVENT ON THE SAME DAY AS A PREVIOUSLY PERMITTED LARGE EVENT RECEIVE CONDITIONAL APPROVAL BY THE CITY COUNCIL; SETTING FORTH CRITERIA FOR APPROVAL OF A SECOND LARGE EVENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING 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):

When the City receives a request for a second "large" special event for the same date as an already scheduled large event, there is potential for greater impacts to the public. This ordinance provides the Council with the discretion to impose conditions determined by the criteria in Section 4-21(3) of the City's Code of Ordinances. The ordinance outlines the circumstances under which a second "large" event may be permitted, including public health, safety and welfare protected, availability of adequate resources to mitigate adverse effect and increased congestion on existing traffic patterns, ability to provide an appropriate level of medical aid services, and ability to provide adequate parking and transportation services for the expected attendance.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any: **Direct economic impact is difficult to determine. Conditions placed on permit issuance may require financial expenditure by the event holder. However, conditions may not be placed at all; therefore, the immediate and direct impact is none, absent required conditions or permit denial which will be fact dependent.**

(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.

(a) **See general response to #2.** (b) **None.** (c) **None.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **This ordinance will only apply to permit applicants fitting the criteria set forth in the ordinance; therefore, its expected application will be very limited.**

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

The City Council is requested to consider ordinance adopting the Comprehensive Plan - Sanitary Sewer Element Amendment and approve, or approve with changes, for transmittal to the State of Florida Department of Commerce for further review.

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?**

The State of Florida passed 23-169, Laws of Florida that requires all local governments to update the Sanitary Sewer Element of their Comprehensive Plans to include an analysis of septic tank conversions to sanitary sewer. The new law is attached for more detailed information regarding the requirements for the amendment. The historical and projected average daily wastewater production amounts have been updated. A new Objective 8 and new Policy 8.1 have also been added to state the City will continue to plan for expansions to meet future demand. The Planning Board considered the proposed updates to the Sanitary Sewer Element at its June 12, 2024, meeting and recommended approval by a vote of (6-0).

[Ord 1648.Amending Comp Plan Sanitary Sewer Element.v2.cd.pdf](#)
[Exhibit A Sanitary Sewer Element Amended.pdf](#)
[2023-169.pdf](#)

ORDINANCE NO. 1648

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH AMENDING ORDINANCE 1688, KNOWN AS THE “2021 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN”; AMENDING SECTION 7 THE SANITARY SEWER ELEMENT TO INCLUDE CONSIDERATION OF SEPTIC TANK CONVERSIONS AND SANITARY SEWER AVAILABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; SCRIVENER’S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City of Panama City Beach City Council adopted the “2021 Amended and Restated Panama City Beach Comprehensive Growth and Development Plan” (the Comprehensive Plan) on November 10, 2021, by Ordinance 1688; and

WHEREAS, Chapter 2023-169, Laws of Florida requires that the City amend Section 7 of the Comprehensive Plan entitled “Sanitary Sewer, Solid Waste, Stormwater Drainage, Potable Water, and Aquifer Recharge” (the Sanitary Sewer Element) to consider the feasibility of septic tank conversions and the availability of sanitary sewer services; and

WHEREAS, the Panama City Beach Planning Board reviewed the amended Sanitary Sewer Element at its June 12, 2024, meeting and recommended approval; and

WHEREAS the Panama City Beach City Council held a public hearing on June 27, 2024, to consider first reading of the updated Comprehensive Plan and its transmittal to the State.

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

SECTION 1. The **attached** Section 7 of the Comprehensive Plan entitled “Sanitary Sewer, Solid Waste, Stormwater Drainage, Potable Water, and Aquifer Recharge” as amended (new text underlined) is hereby adopted.

SEE ATTACHED **EXHIBIT A** SETTING FORTH AMENDED SECTION 7 TO THE COMPREHENSIVE PLAN.

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 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 because 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 as provided by law.

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 Tettermer, 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.

SECTION 7

SANITARY SEWER, SOLID WASTE, STORMWATER DRAINAGE, POTABLE WATER AND AQUIFER RECHARGE

1. PURPOSE.

The purpose of this section is to analyze and review present facilities providing services for sanitary sewer, solid waste, stormwater drainage and potable water in order to plan for projected growth. The existing sewer system is shown on Exhibit 6; and Exhibit 7 shows the existing water system.

2. UTILITIES SUB-ELEMENTS.

A. Sanitary Sewer Sub-Element

Current and Future Conditions

Panama City Beach sanitary sewer facilities are comprised of three components performing basic functions of collection, treatment, and disposal of sewage. As shown in Exhibit 6, the collection system is composed of a network of collection lines, pumping stations and transmission mains which transport wastewater to the treatment facility.

The treatment plant is the component of the sanitary sewer facility (Wastewater Treatment Plant 1) whose function is to remove solid and organic materials from the wastewater prior to disposal. Treated wastewater or reclaimed water is reused in either of two means. One method is pumping into the City's reclaimed water system where it is used for irrigation of larger public properties, common landscaped areas along rights of way and commercial and residential lawns. The second means of reusing reclaimed water is rehydration of wetlands within the City's 2,900-acre Conservation Park. Residuals or biosolids resulting from the treatment process are further treated and disposed of by land application on approved sites for soil enhancement. Although previously there were a few other private wastewater treatment facilities within the City's franchised service area, they have since been decommissioned and all their tributary wastewater redirected to Wastewater Treatment Plant 1.

Wastewater Treatment Plant 1 (WWTP 1) has a rated capacity of 14 million gallons per day (MGD) maximum three-month average basis and 10 MGD on an annual average basis. Given the seasonal nature of the City's sanitary sewer customer base, the three-month moving maximum average daily flow criteria is the most critical capacity parameter.

Historic growth rates for the City's service area have averaged around three percent but this rate

has increased in recent years. For projection purposes, a four (4) percent annual average rate of growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City is in the planning phase for either expanding WWTP 1 or development of a second wastewater treatment plant and has acquired the site for this facility. Treatment capacity for this new facility will be developed in phases to coincide with growth. Should development of a second facility be selected, both treatment facilities will be interconnected to allow for load sharing and system redundancy.

Septic tanks were once a widely used method of wastewater disposal within the City limits. Six large subdivisions El Centro, Gulf Highlands I, Gulf Highlands II, Bid-A-Wee, Bahama Beach and Open Sands were all originally developed using septic systems. All these subdivisions have since been retrofitted by the City with gravity sanitary sewer and reclaimed water systems. These improvements were funded by a grant from the State of Florida.

The City has the operational responsibility for the collection, treatment and disposal of wastewater generated within the City limits. The geographic service area of the City wastewater treatment system serves areas predominantly populated with residential and commercial establishments. The predominant commercial uses are motels, restaurants, nightclubs and amusements. Light industrial use is small but growing at this time. There is no heavy industry use.

TABLE 1
HISTORICAL WASTEWATER TREATMENT SYSTEM
MAXIMUM MONTH AVERAGE DAILY USE

<u>YEAR</u>	<u>MGD</u>
2012	8.20
2013	11.57*
2014	8.63
2015	8.60
2016	8.89
2017	10.32
2018	9.13
2019	9.35
<u>2020</u>	<u>10.28</u>
<u>2021</u>	<u>10.95</u>
<u>2022</u>	<u>11.24</u>
<u>2023</u>	<u>10.94</u>

*Un-named heavy rainfall event July 2nd through 5th

SOURCE: Panama City Beach Utility Department

TABLE 2
PROJECTED MAXIMUM MONTH AVERAGE DAILY WASTEWATER
PRODUCTION

	<u>2025</u>	<u>2040</u>	<u>2050</u>
Permanent Residents:	<u>21,000</u>	<u>28,000</u>	<u>34,000</u>
Other Service Area Residents:	<u>34,500</u>	<u>46,000</u>	<u>56,000</u>
Tourist Population (daily avg):	<u>52,000</u>	<u>64,000</u>	<u>72,000</u>
Total Population:	<u>107,500</u>	<u>138,000</u>	<u>162,000</u>
Population Usage (MGD):	<u>7.50</u>	<u>9.67</u>	<u>11.34</u>
Non-Residential Usage (MGD):	<u>2.01</u>	<u>2.48</u>	<u>2.79</u>
Total Usage (MGD):	<u>9.51</u>	<u>12.15</u>	<u>25.95</u>
Remaining Capacity	<u>4.49</u>	<u>1.85</u>	<u>13.0</u> *

Source: 2023 Updated Capacity Analysis Report for City of Panama City Beach Wastewater Treatment Facility #1, Infrastructure Solution Services, Inc., June 2023, and the City of Panama City Beach Planning Division.

**Scenario of Re-rating WWTP 1 to 15 MGD and development of WWTP 2 rated at 12 MGD*

Existing Facility Conditions

The general performance of the existing wastewater treatment system is good. Collection system maintenance remains relatively low given the age of the collection lines. The City continues to refurbish pump stations based upon age and condition in accordance with a prioritized capital improvement program. Impact on Natural Resources

Presently, the City's permit limits allow discharge of up to 14 MGD of reclaimed water to the receiving wetlands at the Conservation Park on an annual average basis. In addition, the approved City reuse franchise area provides for up to 10 MGD of reclaimed water to be reused for irrigation. Application of reclaimed water to the Conservation Park wetlands provides for rehydration and re-establishment of the original hydroperiod of the wetlands prior to alteration for silviculture. Uplands within the Conservation Park are being managed through selective thinning, planting and prescribed burns programs to reestablish the original long leaf pine habitat. This 2900-acre Conservation Park is set aside for preservation, recreation and public education. Discussions are ongoing regarding the City assuming ownership of a neighboring 700-acre parcel to increase Conservation Park and ideally adding reuse capacity.

The City's reuse utility provides an alternate water supply for irrigation uses saving potable water resources and reducing demands on supply. Materials screened from the wastewater (i.e. rags, etc.) are dewatered and disposed of in a properly permitted landfill. Similarly, biosolids/residuals from the treatment process are further treated and applied to agricultural lands in accordance with the applicable regulations as a soil amendment.

A recently completed study determined that with minor improvements, WWTP 1 can be re-rated from 14 to 15 MGD. Capacity gained through this program will provide time for development of a second expansion of WWTP 1 up to 8 MGD to 23 MGD or development of the first two of three treatment trains at WWTP 2 with a rated capacity of 8 MGD. In the second scenario, WWTP 2 would be developed at a site located in the northern portion of the City's Commerce Park. Effluent and residuals are to be disposed of in the same fashion as currently practiced for WWTP 1. A conceptual schedule for these programs is as follows:

	<u>Start Date</u>	<u>End</u>
Design 1 MGD rerate expansion from 14 to 15 MGD	Summer 2024	Fall 2026
Advertise & Award	Fall 2026	Winter 2026
Construction & Startup	Winter 2026	Fall 2029
Design of 8 MGD expansion from 15 MGD to 23 MGD	Summer 2026	Fall 2028
Advertise & Award	Fall 2028	Winter 2026
Construction & Startup	Winter 2026	Fall 2031

Septic Tanks

Rule 64E-6, F.A.C., presently regulates the installation and use of septic tanks in the Panama City Beach area. This Rule outlines the suitability of soils and use of septic tanks. Using these criteria, the area contains soils which are suitable and unsuitable for septic tank systems. The General Soils Map Number 6 describes the soil types and characteristics. The Beach Service Area is composed of soil type 1 (Kureb, Resota, Mandarin), type 4 (Hurricane, Chipley, Albany), type 5 (Pottsburg, Leon, Rutlege), type 8 (Rutlege, Allanton, Pickney), and type 9 (Bayvi, Dirego). All five soil types are identified as being primarily unsuitable for septic tank systems. Properties and features that affect the absorption of the effluent are permeability, depth to seasonal highwater table, susceptibility to flooding and depth to hardpan. Also, excessive slope or gravel may not adequately filter the effluent. Failure of some septic systems were formerly reported in the Gulf Highlands I and II subdivisions which are located on the eastern and western sides of State Road 79 and north of Panama City Beach Parkway. These subdivisions have since been retrofitted with sanitary sewer and reuse. There are other planned system expansions to eliminate septic tanks in the South Lagoon and Laguna Beach areas in the unincorporated portions of the utility service area.

In reviewing soil suitability standards, it is advisable that alternatives to septic tank installation and use should be investigated in all areas of the beach service area.

Currently, there are 1,630 single family lots located in developed areas of the Panama City Beach City Limits that do not have active sewer accounts. Assuming a standard flow rate of 300 gpd per lot, the additional sewer demand for these lots would be 0.49 MGD. This is within the current capacity for the Panama City Beach WWTF #1 and would not require any additional treatment capacity. Currently, 120 lots are unsewered and have no transmission lines available. These lots would require approximately 3,000 LF of sewer extension. There are 60 lots adjacent to gravity sewer mains that would require lateral service line construction to be served.

GOALS, OBJECTIVES AND POLICIES

GOAL: **Provide adequate facilities required to meet wastewater needs in the Panama City Beach service area.**

OBJECTIVE 1: **City shall achieve and maintain the adopted level of service standards for sanitary sewer facilities.**

POLICY 1.1: Panama City Beach hereby adopts 80 gallons per capita per day as a level of service standard that will be maintained for sanitary sewer facilities for permanent residents and 60 gallons per capita per day for seasonal visitors.

POLICY 1.2: When actual plus committed flow is 90% of the average annual daily flow permit and design capacity for the existing wastewater facility for Panama City Beach, the City will develop and implement an expansion program that will result in expansion of plant facilities or reconstruction to accommodate projected needs prior to the time the design capacity is reached.

POLICY 1.3: The City will track existing and committed capacities to ensure that capacity is available in the future at the level of service standard.

OBJECTIVE 2: **The City will continue to address correcting any existing facility deficiencies.**

POLICY 2.1: The City will address any existing facility deficiencies by investigating possible inflow and infiltration problems and refurbishing pump stations as needed in the existing wastewater collection lines.

OBJECTIVE 3: The City will address coordinating the extension of, or increase in, the capacity of facilities to meet future needs.

POLICY 3.1: The City will evaluate the sewer system on an annual basis and shall upgrade, expand, or replace its sewage facilities as determined by such evaluation to accommodate population demand and ensure operational efficiency.

OBJECTIVE 4: Upon adoption of this Plan, consider developing additional procedures for providing sewage capacity as a means of discouraging urban sprawl and promoting "in-fill" of vacant urban areas.

POLICY 4.1: The City shall provide sewage capacity as applicable to promote the redevelopment objectives of the Housing section and shall consider provision of sewer in these areas to be a priority activity.

OBJECTIVE 5: Maintain and operate the sewage system in an efficient and cost-effective manner.

POLICY 5.1: Through Land Development Regulations, the City shall require that developers provide sewage collection lines constructed to City standards as a part of proposed new developments and that such lines be connected to the Panama City Beach wastewater treatment system.

POLICY 5.2: Priorities for replacement, correction, or expansion of the facilities shall be as follows:

- A. Correction of identified existing deficiencies.
- B. Replacement of facilities to allow for continued operation or design efficiency.
- C. Expansion of facilities.

OBJECTIVE 6: Upon adoption of this Plan, the City will coordinate the extension or increase in capacity of the facilities to meet future needs.

POLICY 6.1: All extensions of the sewer system shall be constructed in conformance with Chapter 17-6, F.A.C., as it may be revised and any applicable standards for facilities which are to be operated and maintained by the City.

POLICY 6.2: Average peak flow design capacity for the City collection system shall be as specified in Chapter 62 -6, FAC, as amended or any applicable standards for facilities which are to be operated and maintained by the City.

POLICY 6.3: Average flow design capacity for the wastewater treatment system shall be as specified in the operating permit issued by the Florida Department of Environmental Regulation.

POLICY 6.4: Improvements to the wastewater treatment facilities will be funded through a combination of user fees, impact fees, bonds, state revolving funds, and grants.

OBJECTIVE 7: The City will continue to reduce the number of septic tanks currently in the city limits and limit the number of future septic tanks.

POLICY 7.1: Use of a septic system must discontinue pursuant to S. 381.0065, F.S., once a sanitary sewer system becomes available.

POLICY 7.2: The term available@ shall be that as defined in S. 381.0065, F.S.

POLICY 7.3: The extension of reuse lines and sanitary sewer lines into unsewered subdivisions will be funded by a combination of user fees, impact fees, bonds, state revolving loans, and grants.

POLICY 7.4: The City's reuse system will continue to be expanded as such projects become financially feasible to further the City's potable water conservation efforts.

OBJECTIVE 8: The City will plan and prepare to provide sanitary sewer services for expected and future new construction and connection of onsite sewage treatment and disposal systems to sanitary sewer.

POLICY 8.1: The City will continue to maintain the current capacity for the City's Wastewater Treatment Facility #1 and will continue to plan for expansions to meet the future needs of residential development.

CHAPTER 2023-169

Committee Substitute for Committee Substitute for House Bill No. 1379

An act relating to environmental protection; amending s. 163.3177, F.S.; revising the required components of a local government comprehensive plan capital improvements element and general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element; making technical changes; requiring the update of comprehensive plans by a specified date; providing applicability; amending s. 253.025, F.S.; increasing the estimated value threshold of land acquisition agreements that are required to be submitted to and approved by the Board of Trustees of the Internal Improvement Trust Fund; removing the requirement that agreements to acquire initial lands for Florida Forever projects be submitted to and approved by the board of trustees; increasing the estimated value threshold for the appraisal of certain land acquisitions; requiring, rather than authorizing, the Department of Environmental Protection to disclose appraisal reports to private landowners or their representatives during negotiations for certain land acquisitions; removing a provision requiring private landowners to maintain confidentiality of such reports; specifying the authority of the board of trustees or the department, as applicable, to acquire certain parcels at full value as determined by the highest approved appraisal; amending s. 259.032, F.S.; authorizing the board of trustees to acquire interests in lands that complete certain linkages within the Florida wildlife corridor; conforming a provision to changes made by the act; making technical changes; amending s. 259.105, F.S.; requiring the Department of Agriculture and Consumer Services to submit an updated priority list for the acquisition of certain agricultural lands to the Acquisition and Restoration Council by a specified date; providing construction; conforming cross-references; deleting an obsolete provision; requiring the council to give increased priority to specified projects; creating s. 373.469, F.S.; providing legislative findings and intent; defining terms; providing the components of the Indian River Lagoon Protection Program; requiring the department to evaluate and update the basin management action plans within the program at specified intervals; requiring the department, in coordination with specified entities, to identify and prioritize strategies and projects to achieve certain water quality standards and total maximum daily loads; requiring the department, in coordination with specified entities, to implement the Indian River Lagoon Watershed Research and Water Quality Monitoring Program for specified purposes; prohibiting the installation of new onsite sewage treatment and disposal systems beginning on a specified date under certain circumstances; requiring that commercial or residential properties with existing onsite sewage treatment and disposal systems be connected to central sewer or be upgraded to a certain system by a specified date; providing construction; authorizing the department and the governing boards of the St. Johns

River Water Management District and the South Florida Water Management District to adopt rules; amending s. 373.501, F.S.; requiring, rather than authorizing, the department to transfer appropriated funds to the water management districts for specified purposes; requiring the districts to annually report to the department on the use of such funds; amending s. 373.802, F.S.; defining the term “enhanced nutrient-reducing onsite sewage treatment and disposal system”; amending s. 373.807, F.S.; conforming a cross-reference; revising requirements for onsite sewage treatment and disposal system remediation plans for springs; amending s. 373.811, F.S.; prohibiting new onsite sewage treatment and disposal systems within basin management action plans in effect for Outstanding Florida Springs under certain circumstances; authorizing the installation of enhanced or alternative systems for certain lots; amending s. 375.041, F.S.; requiring an annual appropriation from the Land Acquisition Trust Fund to the department for the acquisition of specified lands; deleting an obsolete provision; amending s. 381.0065, F.S.; defining the term “enhanced nutrient-reducing onsite sewage treatment and disposal system”; amending s. 381.00655, F.S.; encouraging local governmental agencies that receive funding for connecting onsite sewage treatment and disposal systems to central sewer facilities to provide notice of the funding availability to certain owners of onsite sewage treatment and disposal systems and to maintain a website with certain information regarding the funding; reordering and amending s. 403.031, F.S.; defining and revising terms; amending s. 403.067, F.S.; revising requirements for new or revised basin management action plans; requiring that basin management action plans include 5-year milestones for implementation; requiring certain entities to identify projects or strategies to meet such milestones; prohibiting the installation of new onsite sewage treatment and disposal systems within specified areas under certain circumstances; requiring the installation of enhanced or alternative systems for certain lots; revising requirements for a basin management action plan’s cooperative agricultural regional water quality improvement element; amending s. 403.0673, F.S.; renaming the wastewater grant program as the water quality improvement grant program; revising the purposes of the grant program; specifying the projects for which the department may provide grants under the program; requiring the department to prioritize certain projects; requiring the department to coordinate with each water management district to annually identify projects; requiring the department to coordinate with specified entities to identify projects; revising reporting requirements; amending s. 403.086, F.S.; revising the waters that sewage disposal facilities are prohibited from disposing wastes into; amending s. 570.71, F.S.; requiring the Department of Agriculture and Consumer Services, in consultation with the Department of Environmental Protection, the water management districts, the Department of Economic Opportunity, and the Florida Fish and Wildlife Conservation Commission, to adopt rules giving funding priority and preference to specified lands; requiring the Department of Agriculture and Consumer Services to submit certain purchase agreements to the Board of Trustees of the Internal Improvement Trust Fund for approval; amending s. 570.715,

F.S.; increasing the estimated value threshold for the appraisal of specified conservation easement acquisitions; requiring, rather than authorizing, the Department of Agriculture and Consumer Services to disclose appraisal reports to private landowners or their representatives during negotiations for certain land acquisitions; amending ss. 201.15, 259.105, 373.019, 373.4132, 373.414, 373.4142, 373.430, 373.4592, 403.890, 403.892, 403.9301, and 403.9302, F.S.; conforming cross-references and provisions to changes made by the act; reenacting s. 259.045(6), F.S., relating to the purchase of lands in areas of critical state concern, to incorporate the amendment made to s. 259.032, F.S., in a reference thereto; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (a) of subsection (3) and paragraph (c) of subsection (6) of section 163.3177, Florida Statutes, are amended to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(3)(a) The comprehensive plan must ~~shall~~ contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth all of the following:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components must ~~shall~~ cover at least a 5-year period.

2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.

3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.

4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

5. The schedule must:

a. Include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility;

b. Where applicable, include a list of projects necessary to achieve the pollutant load reductions attributable to the local government, as established in a basin management action plan pursuant to s. 403.067(7); and

c. ~~The schedule must~~ Be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(c) A general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element correlated to principles and guidelines for future land use, indicating ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area. The element may be a detailed engineering plan including a topographic map depicting areas of prime groundwater recharge.

1. Each local government shall address in the data and analyses required by this section those facilities that provide service within the local government's jurisdiction. Local governments that provide facilities to serve areas within other local government jurisdictions shall also address those facilities in the data and analyses required by this section, using data from the comprehensive plan for those areas for the purpose of projecting facility needs as required in this subsection. For shared facilities, each local government shall indicate the proportional capacity of the systems allocated to serve its jurisdiction.

2. The element must ~~shall~~ describe the problems and needs and the general facilities that will be required for solution of the problems and needs, including correcting existing facility deficiencies. The element must ~~shall~~ address coordinating the extension of, ~~or~~ increase in the capacity of, or upgrade in treatment of facilities to meet future needs; prioritizing advanced waste treatment while maximizing the use of existing facilities and discouraging urban sprawl; conserving potable water resources; and protecting the functions of natural groundwater recharge areas and natural drainage features.

3. Within the local government's jurisdiction, for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the element must consider the feasibility of providing sanitary sewer services within a 10-year planning horizon and must identify the name and location of the wastewater facility that could receive sanitary sewer flows after connection; the capacity

of the facility and any associated transmission facilities; the projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer; and a timeline for the construction of the sanitary sewer system. An onsite sewage treatment and disposal system is presumed to exist on a parcel if sanitary sewer services are not available at or adjacent to the parcel boundary. Each comprehensive plan must be updated to include this element by July 1, 2024, and as needed thereafter to account for future applicable developments. This subparagraph does not apply to a local government designated as a rural area of opportunity under s. 288.0656.

4. Within 18 months after the governing board approves an updated regional water supply plan, the element must incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to s. 373.709(2)(a) or proposed by the local government under s. 373.709(8)(b). If a local government is located within two water management districts, the local government must shall adopt its comprehensive plan amendment within 18 months after the later updated regional water supply plan. The element must identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs identified in s. 373.709(2)(a) within the local government's jurisdiction and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, which are identified in the element as necessary to serve existing and new development. The work plan must shall be updated, at a minimum, every 5 years within 18 months after the governing board of a water management district approves an updated regional water supply plan. Local governments, public and private utilities, regional water supply authorities, special districts, and water management districts are encouraged to cooperatively plan for the development of multijurisdictional water supply facilities that are sufficient to meet projected demands for established planning periods, including the development of alternative water sources to supplement traditional sources of groundwater and surface water supplies.

5.4. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government shall ~~is required to~~ cooperate with, and provide relevant data to, any local government or utility provider that provides service within its jurisdiction, and shall ~~to~~ keep its general sanitary sewer, solid waste,

potable water, and natural groundwater aquifer recharge element updated in accordance with s. 163.3191.

Section 2. Subsection (4) and paragraphs (b), (f), and (j) of subsection (8) of section 253.025, Florida Statutes, are amended to read:

253.025 Acquisition of state lands.—

(4) An agreement to acquire real property for the purposes described in this chapter, chapter 259, chapter 260, or chapter 375, title to which will vest in the board of trustees, may not bind the state before the agreement is reviewed and approved by the Department of Environmental Protection as complying with this section and any rules adopted pursuant to this section. If any of the following conditions exist, the agreement must shall be submitted to and approved by the board of trustees:

(a) The purchase price agreed to by the seller exceeds the value as established pursuant to the rules of the board of trustees,;

(b) The contract price agreed to by the seller and the acquiring agency exceeds \$5 \$1 million,;

~~(c)—The acquisition is the initial purchase in a Florida Forever project; or~~

~~(c)(d)~~ Other conditions that the board of trustees may adopt by rule. Such conditions may include, but are not limited to, Florida Forever projects when title to the property being acquired is considered nonmarketable or is encumbered in such a way as to significantly affect its management.

If approval of the board of trustees is required pursuant to this subsection, the acquiring agency must provide a justification as to why it is in the public's interest to acquire the parcel or Florida Forever project. Approval of the board of trustees is also required for Florida Forever projects the department recommends acquiring pursuant to subsections (11) and (22). Review and approval of agreements for acquisitions for Florida Greenways and Trails Program properties pursuant to chapter 260 may be waived by the department in any contract with nonprofit corporations that have agreed to assist the department with this program. If the contribution of the acquiring agency exceeds \$100 million in any one fiscal year, the agreement must shall be submitted to and approved by the Legislative Budget Commission.

(8) Before approval by the board of trustees, or, when applicable, the Department of Environmental Protection, of any agreement to purchase land pursuant to this chapter, chapter 259, chapter 260, or chapter 375, and before negotiations with the parcel owner to purchase any other land, title to which will vest in the board of trustees, an appraisal of the parcel shall be required as follows:

(b) Each parcel to be acquired must shall have at least one appraisal. Two appraisals are required when the estimated value of the parcel exceeds

\$5 \$1 million. However, if both appraisals exceed \$5 \$1 million and differ significantly, a third appraisal may be obtained. If a parcel is estimated to be worth \$100,000 or less and the director of the Division of State Lands finds that the cost of an outside appraisal is not justified, a comparable sales analysis, an appraisal prepared by the division, or other reasonably prudent procedures may be used by the division to estimate the value of the parcel, provided the public's interest is reasonably protected. The state is not required to appraise the value of lands and appurtenances that are being donated to the state.

(f) Appraisal reports are confidential and exempt from s. 119.07(1), for use by the agency and the board of trustees, until an option contract is executed or, if no option contract is executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the board of trustees. ~~However, the Department of Environmental Protection shall may disclose appraisal reports to private landowners or their representatives during negotiations for acquisitions using alternatives to fee simple techniques, if the department determines that disclosure of such reports will bring the proposed acquisition to closure. However, the private landowner must agree to maintain the confidentiality of the reports or information.~~ The department may also disclose appraisal information to public agencies or nonprofit organizations that agree to maintain the confidentiality of the reports or information when joint acquisition of property is contemplated, or when a public agency or nonprofit organization enters into a written agreement with the department to purchase and hold property for subsequent resale to the board of trustees. In addition, the department may use, as its own, appraisals obtained by a public agency or nonprofit organization, if the appraiser is selected from the department's list of appraisers and the appraisal is reviewed and approved by the department. For purposes of this paragraph, the term "nonprofit organization" means an organization that is exempt from federal income tax under s. 501(c)(3) of the Internal Revenue Code and, for purposes of the acquisition of conservation lands, an organization whose purpose must include the preservation of natural resources. The agency may release an appraisal report when the passage of time has rendered the conclusions of value in the report invalid or when the acquiring agency has terminated negotiations.

(j)1. The board of trustees shall adopt by rule the method for determining the value of parcels sought to be acquired by state agencies pursuant to this section. An offer by a state agency may not exceed the value for that parcel as determined pursuant to the highest approved appraisal or the value determined pursuant to the rules of the board of trustees, whichever value is less.

2. The board of trustees or, when applicable, the Department of Environmental Protection may acquire parcels pursuant to this chapter and chapter 259 for the full value of that parcel as determined pursuant to the highest approved appraisal.

~~3.2.~~ For a joint acquisition by a state agency and a local government or other entity apart from the state, the joint purchase price may not exceed 150 percent of the value for a parcel as determined in accordance with the limits in subparagraph 1. The state agency share of a joint purchase offer may not exceed what the agency may offer singly pursuant to subparagraph 1.

~~4.3.~~ This paragraph does not apply to the acquisition of historically unique or significant property as determined by the Division of Historical Resources of the Department of State.

Notwithstanding this subsection, on behalf of the board of trustees and before the appraisal of parcels approved for purchase under this chapter or chapter 259, the Secretary of Environmental Protection or the director of the Division of State Lands may enter into option contracts to buy such parcels. Any such option contract shall state that the final purchase price is subject to approval by the board of trustees or, if applicable, the Secretary of Environmental Protection, and that the final purchase price may not exceed the maximum offer allowed by law. Any such option contract presented to the board of trustees for final purchase price approval shall explicitly state that payment of the final purchase price is subject to an appropriation from the Legislature. The consideration for such an option may not exceed \$1,000 or 0.01 percent of the estimate by the department of the value of the parcel, whichever amount is greater.

Section 3. Subsections (2) and (7), paragraph (b) of subsection (8), and paragraph (d) of subsection (9) of section 259.032, Florida Statutes, are amended to read:

259.032 Conservation and recreation lands.—

(2) The Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, may expend moneys appropriated by the Legislature to acquire the fee or any lesser interest in lands for any of the following public purposes:

(a) To conserve and protect environmentally unique and irreplaceable lands that contain native, relatively unaltered flora and fauna representing a natural area unique to, or scarce within, a region of this state or a larger geographic area;

(b) To conserve and protect lands within designated areas of critical state concern, if the proposed acquisition relates to the natural resource protection purposes of the designation;

(c) To conserve and protect native species habitat or endangered or threatened species, emphasizing long-term protection for endangered or threatened species designated G-1 or G-2 by the Florida Natural Areas Inventory, and especially those areas that are special locations for breeding and reproduction;

(d) To conserve, protect, manage, or restore important ecosystems, landscapes, and forests, if the protection and conservation of such lands is necessary to enhance or protect significant surface water, groundwater, coastal, recreational, timber, or fish or wildlife resources which cannot otherwise be accomplished through local and state regulatory programs;

(e) To promote water resource development that benefits natural systems and citizens of the state;

(f) To facilitate the restoration and subsequent health and vitality of the Florida Everglades;

(g) To provide areas, including recreational trails, for natural resource-based recreation and other outdoor recreation on any part of any site compatible with conservation purposes;

(h) To preserve significant archaeological or historic sites;

(i) To conserve urban open spaces suitable for greenways or outdoor recreation which are compatible with conservation purposes; or

(j) To preserve agricultural lands under threat of conversion to development through less-than-fee acquisitions; or

(k) To complete critical linkages through fee or less-than-fee acquisitions that will help preserve and protect the green and blue infrastructure and vital habitat for wide-ranging wildlife, such as the Florida panther, within the Florida wildlife corridor as defined in s. 259.1055(4).

(7)(a) All lands managed under this chapter and s. 253.034 must ~~shall~~ be:

1.(a) Managed in a manner that will provide the greatest combination of benefits to the public and to the resources.

2.(b) Managed for public outdoor recreation which is compatible with the conservation and protection of public lands. Such management may include, but not be limited to, the following public recreational uses: fishing, hunting, camping, bicycling, hiking, nature study, swimming, boating, canoeing, horseback riding, diving, model hobbyist activities, birding, sailing, jogging, and other related outdoor activities.

(b)(e) Concurrent with its adoption of the annual list of acquisition projects pursuant to s. 259.035, the board shall adopt a management prospectus for each project. The management prospectus shall delineate:

1. The management goals for the property;
2. The conditions that will affect the intensity of management;
3. An estimate of the revenue-generating potential of the property, if appropriate;

4. A timetable for implementing the various stages of management and for providing access to the public, if applicable;

5. A description of potential multiple-use activities as described in this section and s. 253.034;

6. Provisions for protecting existing infrastructure and for ensuring the security of the project upon acquisition;

7. The anticipated costs of management and projected sources of revenue, including legislative appropriations, to fund management needs; and

8. Recommendations as to how many employees will be needed to manage the property, and recommendations as to whether local governments, volunteer groups, the former landowner, or other interested parties can be involved in the management.

~~(c)(d)~~ Concurrent with the approval of the acquisition contract pursuant to s. 253.025(4) ~~s. 253.025(4)(e)~~ for any interest in lands except those lands acquired pursuant to s. 259.1052, the board shall designate an agency or agencies to manage such lands. The board shall evaluate and amend, as appropriate, the management policy statement for the project as provided by s. 259.035 to ensure that the policy statement is compatible with conservation, recreation, or both. For any fee simple acquisition of a parcel which is or will be leased back for agricultural purposes, or any acquisition of a less than fee interest in land that is or will be used for agricultural purposes, the board shall first consider having a soil and water conservation district, created pursuant to chapter 582, manage and monitor such interests.

~~(d)(e)~~ State agencies designated to manage lands acquired under this chapter or with funds deposited into the Land Acquisition Trust Fund, except those lands acquired under s. 259.1052, may contract with local governments and soil and water conservation districts to assist in management activities, including the responsibility of being the lead land manager. Such land management contracts may include a provision for the transfer of management funding to the local government or soil and water conservation district from the land acquisition trust fund of the lead land managing agency in an amount adequate for the local government or soil and water conservation district to perform its contractual land management responsibilities and proportionate to its responsibilities, and which otherwise would have been expended by the state agency to manage the property.

~~(e)(f)~~ Immediately following the acquisition of any interest in conservation and recreation lands, the department, acting on behalf of the board, may issue to the lead managing entity an interim assignment letter to be effective until the execution of a formal lease.

(8)

(b) Individual management plans required by s. 253.034(5), for parcels over 160 acres, shall be developed with input from an advisory group. Members of this advisory group shall include, at a minimum, representatives of the lead land managing agency, comanaging entities, local private property owners, the appropriate soil and water conservation district, a local conservation organization, and a local elected official. If habitat or potentially restorable habitat for imperiled species is located on state lands, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services shall be included on any advisory group required under chapter 253, and the short-term and long-term management goals required under chapter 253 must advance the goals and objectives of imperiled species management without restricting other uses identified in the management plan. The advisory group shall conduct at least one public hearing within the county in which the parcel or project is located. For those parcels or projects that are within more than one county, at least one areawide public hearing shall be acceptable and the lead managing agency shall invite a local elected official from each county. The areawide public hearing shall be held in the county in which the core parcels are located. Notice of such public hearing shall be posted on the parcel or project designated for management, advertised in a paper of general circulation, and announced at a scheduled meeting of the local governing body before the actual public hearing. The management prospectus required pursuant to paragraph (7)(b) ~~(7)(e)~~ shall be available to the public for a period of 30 days before the public hearing.

By July 1 of each year, each governmental agency and each private entity designated to manage lands shall report to the Secretary of Environmental Protection on the progress of funding, staffing, and resource management of every project for which the agency or entity is responsible.

(9)

(d) Up to one-fifth of the funds appropriated for the purposes identified in paragraph (b) shall be reserved by the board for interim management of acquisitions and for associated contractual services, to ensure the conservation and protection of natural resources on project sites and to allow limited public recreational use of lands. Interim management activities may include, but not be limited to, resource assessments, control of invasive, nonnative species, habitat restoration, fencing, law enforcement, controlled burning, and public access consistent with preliminary determinations made pursuant to paragraph (7)(e) ~~(7)(f)~~. The board shall make these interim funds available immediately upon purchase.

Section 4. Paragraphs (i), (l), and (m) of subsection (3), paragraph (a) of subsection (5), and paragraph (i) of subsection (15) of section 259.105, Florida Statutes, are amended, and paragraphs (g) and (h) are added to subsection (10) of that section, to read:

259.105 The Florida Forever Act.—

(3) Less the costs of issuing and the costs of funding reserve accounts and other costs associated with bonds, the proceeds of cash payments or bonds issued pursuant to this section shall be deposited into the Florida Forever Trust Fund created by s. 259.1051. The proceeds shall be distributed by the Department of Environmental Protection in the following manner:

(i) Three and five-tenths percent to the Department of Agriculture and Consumer Services for the acquisition of agricultural lands, through perpetual conservation easements and other perpetual less than fee techniques, which will achieve the objectives of Florida Forever and s. 570.71. Rules concerning the application, acquisition, and priority ranking process for such easements shall be developed pursuant to s. 570.71(10) and as provided by this paragraph. The board shall ensure that such rules are consistent with the acquisition process provided for in s. 570.715. The rules developed pursuant to s. 570.71(10), shall also provide for the following:

1. An annual priority list shall be developed pursuant to s. 570.71(10), submitted to the council for review, and approved by the board pursuant to s. 259.04. By March 1, 2024, the Department of Agriculture and Consumer Services shall submit an updated priority list to the council. Any acquisitions for which funds have been obligated before July 1, 2023, to pay for an appraisal may not be impacted by the updated priority list.

2. Terms of easements and acquisitions proposed pursuant to this paragraph shall be approved by the board and may not be delegated by the board to any other entity receiving funds under this section.

3. All acquisitions pursuant to this paragraph shall contain a clear statement that they are subject to legislative appropriation.

Funds provided under this paragraph may not be expended until final adoption of rules by the board pursuant to s. 570.71.

(l) For the purposes of paragraphs (e), (f), (g), and (h), the agencies that receive the funds shall develop their individual acquisition or restoration lists in accordance with specific criteria and numeric performance measures developed pursuant to s. 259.035(4). Proposed additions may be acquired if they are identified within the original project boundary, the management plan required pursuant to s. 253.034(5), or the management prospectus required pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~. Proposed additions not meeting the requirements of this paragraph shall be submitted to the council for approval. The council may only approve the proposed addition if it meets two or more of the following criteria: serves as a link or corridor to other publicly owned property; enhances the protection or management of the property; would add a desirable resource to the property; would create a more manageable boundary configuration; has a high resource value that otherwise would be unprotected; or can be acquired at less than fair market value.

~~(m) Notwithstanding paragraphs (a)-(j) and for the 2021-2022 fiscal year, the amount of \$1,998,100 to only the Department of Environmental Protection for grants pursuant to s. 375.075. This paragraph expires July 1, 2022.~~

(5)(a) All lands acquired pursuant to this section shall be managed for multiple-use purposes, where compatible with the resource values of and management objectives for such lands. As used in this section, “multiple-use” includes, but is not limited to, outdoor recreational activities as described in ss. 253.034 and 259.032(7)(a)2. 259.032(7)(b), water resource development projects, sustainable forestry management, carbon sequestration, carbon mitigation, or carbon offsets.

(10) The council shall give increased priority to:

(g) Projects in imminent danger of development, loss of significant natural attributes or recreational open space, or subdivision, which would result in multiple ownership and make acquisition of the project costly or less likely to be accomplished.

(h) Projects located within the Florida wildlife corridor as defined in s. 259.1055(4).

(15) The council shall submit to the board, with its list of projects, a report that includes, but need not be limited to, the following information for each project listed:

(i) A management policy statement for the project and a management prospectus pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~.

Section 5. Section 373.469, Florida Statutes, is created to read:

373.469 Indian River Lagoon Protection Program.—

(1) FINDINGS AND INTENT.—

(a) The Legislature finds that:

1. The Indian River Lagoon is a critical water resource of this state which provides many economic, natural habitat, and biodiversity functions that benefit the public interest, including fishing, navigation, recreation, and habitat to endangered and threatened species and other flora and fauna.

2. Among other causes, land use changes, onsite sewage treatment and disposal systems, aging infrastructure, stormwater runoff, agriculture, and residential fertilizer have resulted in excess nutrients entering the Indian River Lagoon and adversely impacting the lagoon’s water quality.

3. Improvement to the hydrology, water quality, and associated aquatic habitats within the Indian River Lagoon is essential to the protection of the resource.

4. It is imperative for the state, local governments, and agricultural and environmental communities to commit to restoring and protecting the surface water resources of the Indian River Lagoon, and a holistic approach to address these issues must be developed and implemented immediately.

5. The expeditious implementation of the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan are necessary to improve the quality of water in the Indian River Lagoon ecosystem and to provide a reasonable means of achieving the total maximum daily load requirements and achieving and maintaining compliance with state water quality standards.

6. The implementation of the programs contained in this section will benefit the public health, safety, and welfare and is in the public interest.

(b) The Legislature intends for this state to protect and restore surface water resources and achieve and maintain compliance with water quality standards in the Indian River Lagoon through the phased, comprehensive, and innovative protection program set forth in this section, including long-term solutions based upon the total maximum daily loads established in accordance with s. 403.067. This program is watershed-based, provides for the consideration of all water quality issues needed to meet the total maximum daily load, and includes research and monitoring, development and implementation of best management practices, refinement of existing regulations, and structural and nonstructural projects, including public works.

(2) DEFINITIONS.—As used in this section, the term:

(a) “Best management practice” means a practice or combination of practices determined by the coordinating agencies, based on research, field-testing, and expert review, to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality in agricultural and urban discharges. Best management practices for agricultural discharges must reflect a balance between water quality improvements and agricultural productivity.

(b) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from onsite sewage tank or tanks and drainfield.

(c) “Total maximum daily load” means the sum of the individual wasteload allocations for point sources and the load allocations for nonpoint sources and natural background adopted pursuant to s. 403.067. Before determining individual wasteload allocations and load allocations, the

maximum amount of a pollutant that a waterbody or water segment can assimilate from all sources without exceeding water quality standards must first be calculated.

(3) THE INDIAN RIVER LAGOON PROTECTION PROGRAM.—The Indian River Lagoon Protection Program consists of the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan, and such plans are the components of the Indian River Lagoon Protection Program which achieve phosphorous and nitrogen load reductions for the Indian River Lagoon.

(a) *Evaluation*.—Every 5 years, the department shall evaluate and update the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, and North Indian River Lagoon Basin Management Action Plan and identify any further load reductions necessary to achieve compliance with the relevant total maximum daily loads established pursuant to s. 403.067. As provided in s. 403.067(7)(a)6., such plans must include 5-year milestones for implementation and water quality improvement and a water quality monitoring component sufficient to evaluate whether reasonable progress in pollutant load reductions is being achieved over time.

(b) *Water quality standards and total maximum daily loads*.—The department, in coordination with the Department of Agriculture and Consumer Services, the St. Johns River Water Management District, South Florida Water Management District, local governments, the Indian River Lagoon National Estuary Program, and other stakeholders, shall identify and prioritize strategies and projects necessary to achieve water quality standards within the Indian River Lagoon watershed and meet the total maximum daily loads. Projects identified from this evaluation must be incorporated into the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan, as appropriate.

(c) *Indian River Lagoon Watershed Research and Water Quality Monitoring Program*.—The department, in coordination with the St. Johns River Water Management District, the South Florida Water Management District, and the Indian River Lagoon National Estuary Program, shall implement the Indian River Lagoon Watershed Research and Water Quality Monitoring Program to establish a comprehensive water quality monitoring network throughout the Indian River Lagoon and fund research pertaining to water quality, ecosystem restoration, and seagrass impacts and restoration. The department shall use the results from the program to prioritize projects and to make modifications to the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan, as appropriate.

(d) Onsite sewage treatment and disposal systems.—

1. Beginning on January 1, 2024, unless previously permitted, the installation of new onsite sewage treatment and disposal systems is prohibited within the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan areas where a publicly owned or investor-owned sewerage system is available as defined in s. 381.0065(2)(a). Where central sewerage is not available, only enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction are authorized.

2. By July 1, 2030, any commercial or residential property with an existing onsite sewage treatment and disposal system located within the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan areas must connect to central sewer if available or upgrade to an enhanced nutrient-reducing onsite sewage treatment and disposal system or other wastewater treatment system that achieves at least 65 percent nitrogen reduction.

(4) RELATIONSHIP TO STATE WATER QUALITY STANDARDS.—This section may not be construed to modify any existing state water quality standard or to modify s. 403.067(6) and (7)(a).

(5) PRESERVATION OF AUTHORITY.—This section may not be construed to restrict the authority otherwise granted to agencies pursuant to this chapter and chapter 403, and this section is supplemental to the authority granted to agencies pursuant to this chapter and chapter 403.

(6) RULES.—The department and governing boards of the St. Johns River Water Management District and South Florida Water Management District may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

Section 6. Subsection (1) of section 373.501, Florida Statutes, is amended to read:

373.501 Appropriation of funds to water management districts.—

(1) The department shall transfer may allocate to the water management districts, from funds appropriated to the districts through the department in; such sums as may be deemed necessary to defray the costs of the administrative, regulatory, and other operational activities of the districts. The governing boards shall submit annual budget requests for such purposes to the department, and the department shall consider such budgets in preparing its budget request for the Legislature. The districts shall annually report to the department on the use of the funds.

Section 7. Present subsections (2) through (8) of section 373.802, Florida Statutes, are redesignated as subsections (3) through (9), respectively, and a new subsection (2) is added to that section, to read:

373.802 Definitions.—As used in this part, the term:

(2) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from the onsite sewage tank or tanks and drainfield.

Section 8. Subsections (2) and (3) of section 373.807, Florida Statutes, are amended to read:

373.807 Protection of water quality in Outstanding Florida Springs.—By July 1, 2016, the department shall initiate assessment, pursuant to s. 403.067(3), of Outstanding Florida Springs or spring systems for which an impairment determination has not been made under the numeric nutrient standards in effect for spring vents. Assessments must be completed by July 1, 2018.

(2) By July 1, 2017, each local government, as defined in s. 373.802(3) ~~s. 373.802(2)~~, that has not adopted an ordinance pursuant to s. 403.9337, shall develop, enact, and implement an ordinance pursuant to that section. It is the intent of the Legislature that ordinances required to be adopted under this subsection reflect the latest scientific information, advancements, and technological improvements in the industry.

(3) As part of a basin management action plan that includes an Outstanding Florida Spring, the department, relevant local governments, and relevant local public and private wastewater utilities shall develop an onsite sewage treatment and disposal system remediation plan for a spring if the department determines onsite sewage treatment and disposal systems within a basin management action plan priority focus area ~~contribute~~ at least 20 percent of nonpoint source nitrogen pollution or if the department determines remediation is necessary to achieve the total maximum daily load. The plan must ~~shall~~ identify cost-effective and financially feasible projects necessary to reduce the nutrient impacts from onsite sewage treatment and disposal systems and shall be completed and adopted as part of the basin management action plan no later than the first 5-year milestone required by subparagraph (1)(b)8. The department is the lead agency in coordinating the preparation of and the adoption of the plan. The department shall:

(a) Collect and evaluate credible scientific information on the effect of nutrients, particularly forms of nitrogen, on springs and springs systems; and

(b) Develop a public education plan to provide area residents with reliable, understandable information about onsite sewage treatment and disposal systems and springs.

In addition to the requirements in s. 403.067, the plan ~~must~~ shall include options for repair, upgrade, replacement, drainfield modification, addition of effective nitrogen reducing features, connection to a central sewerage system, or other action for an onsite sewage treatment and disposal system or group of systems within a basin management action plan priority focus area that contribute at least 20 percent of nonpoint source nitrogen pollution or if the department determines remediation is necessary to achieve a total maximum daily load. For these systems, the department shall include in the plan a priority ranking for each system or group of systems that requires remediation and shall award funds to implement the remediation projects contingent on an appropriation in the General Appropriations Act, which may include all or part of the costs necessary for repair, upgrade, replacement, drainfield modification, addition of effective nitrogen reducing features, initial connection to a central sewerage system, or other action. In awarding funds, the department may consider expected nutrient reduction benefit per unit cost, size and scope of project, relative local financial contribution to the project, and the financial impact on property owners and the community. The department may waive matching funding requirements for proposed projects within an area designated as a rural area of opportunity under s. 288.0656.

Section 9. Section 373.811, Florida Statutes, is amended to read:

373.811 Prohibited activities within a basin management action plan priority focus area.—The following activities are prohibited within a basin management action plan priority focus area in effect for an Outstanding Florida Spring:

(1) New domestic wastewater disposal facilities, including rapid infiltration basins, with permitted capacities of 100,000 gallons per day or more, except for those facilities that meet an advanced wastewater treatment standard of no more than 3 mg/l total nitrogen, expressed as N, on an annual permitted basis, or a more stringent treatment standard if the department determines the more stringent standard is necessary to attain a total maximum daily load for the Outstanding Florida Spring.

(2) New onsite sewage treatment and disposal systems where connection to a publicly owned or investor-owned sewerage system is available as defined in s. 381.0065(2)(a). On lots of 1 acre or less, if a publicly owned or investor-owned sewerage system is not available, only the installation of enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction are authorized on lots of less than 1 acre, if the addition of the specific systems conflicts with an onsite treatment and disposal system remediation plan incorporated into a basin management action plan in accordance with s. 373.807(3).

(3) New facilities for the disposal of hazardous waste.

(4) The land application of Class A or Class B domestic wastewater biosolids not in accordance with a department approved nutrient management plan establishing the rate at which all biosolids, soil amendments, and sources of nutrients at the land application site can be applied to the land for crop production while minimizing the amount of pollutants and nutrients discharged to groundwater or waters of the state.

(5) New agriculture operations that do not implement best management practices, measures necessary to achieve pollution reduction levels established by the department, or groundwater monitoring plans approved by a water management district or the department.

Section 10. Subsection (3) of section 375.041, Florida Statutes, is amended to read:

375.041 Land Acquisition Trust Fund.—

(3) Funds distributed into the Land Acquisition Trust Fund pursuant to s. 201.15 shall be applied:

(a) First, to pay debt service or to fund debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued under s. 215.618; and pay debt service, provide reserves, and pay rebate obligations and other amounts due with respect to Everglades restoration bonds issued under s. 215.619; and

(b) Of the funds remaining after the payments required under paragraph (a), but before funds may be appropriated, pledged, or dedicated for other uses:

1. A minimum of the lesser of 25 percent or \$200 million shall be appropriated annually for Everglades projects that implement the Comprehensive Everglades Restoration Plan as set forth in s. 373.470, including the Central Everglades Planning Project subject to congressional authorization; the Long-Term Plan as defined in s. 373.4592(2); and the Northern Everglades and Estuaries Protection Program as set forth in s. 373.4595. From these funds, \$32 million shall be distributed each fiscal year through the 2023-2024 fiscal year to the South Florida Water Management District for the Long-Term Plan as defined in s. 373.4592(2). After deducting the \$32 million distributed under this subparagraph, from the funds remaining, a minimum of the lesser of 76.5 percent or \$100 million shall be appropriated each fiscal year through the 2025-2026 fiscal year for the planning, design, engineering, and construction of the Comprehensive Everglades Restoration Plan as set forth in s. 373.470, including the Central Everglades Planning Project, the Everglades Agricultural Area Storage Reservoir Project, the Lake Okeechobee Watershed Project, the C-43 West Basin Storage Reservoir Project, the Indian River Lagoon-South Project, the Western Everglades Restoration Project, and the Picayune Strand Restoration Project. The

Department of Environmental Protection and the South Florida Water Management District shall give preference to those Everglades restoration projects that reduce harmful discharges of water from Lake Okeechobee to the St. Lucie or Caloosahatchee estuaries in a timely manner. For the purpose of performing the calculation provided in this subparagraph, the amount of debt service paid pursuant to paragraph (a) for bonds issued after July 1, 2016, for the purposes set forth under this paragraph shall be added to the amount remaining after the payments required under paragraph (a). The amount of the distribution calculated shall then be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth under this subparagraph.

2. A minimum of the lesser of 7.6 percent or \$50 million shall be appropriated annually for spring restoration, protection, and management projects. For the purpose of performing the calculation provided in this subparagraph, the amount of debt service paid pursuant to paragraph (a) for bonds issued after July 1, 2016, for the purposes set forth under this paragraph shall be added to the amount remaining after the payments required under paragraph (a). The amount of the distribution calculated shall then be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth under this subparagraph.

3. The sum of \$5 million shall be appropriated annually each fiscal year through the 2025-2026 fiscal year to the St. Johns River Water Management District for projects dedicated to the restoration of Lake Apopka. This distribution shall be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth in this subparagraph.

4. The sum of \$64 million is appropriated and shall be transferred to the Everglades Trust Fund for the 2018-2019 fiscal year, and each fiscal year thereafter, for the EAA reservoir project pursuant to s. 373.4598. Any funds remaining in any fiscal year shall be made available only for Phase II of the C-51 reservoir project or projects identified in subparagraph 1. and must be used in accordance with laws relating to such projects. Any funds made available for such purposes in a fiscal year are in addition to the amount appropriated under subparagraph 1. This distribution shall be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2017, for the purposes set forth in this subparagraph.

5. The sum of \$50 million shall be appropriated annually to the South Florida Water Management District for the Lake Okeechobee Watershed Restoration Project in accordance with s. 373.4599. This distribution must be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2021, for the purposes set forth in this subparagraph.

6. The sum of \$100 million shall be appropriated annually to the Department of Environmental Protection for the acquisition of land

~~pursuant to s. 259.105 Notwithstanding subparagraph 3., for the 2022-2023 fiscal year, funds shall be appropriated as provided in the General Appropriations Act. This subparagraph expires July 1, 2023.~~

Section 11. Present paragraphs (f) through (r) of subsection (2) of section 381.0065, Florida Statutes, are redesignated as paragraphs (g) through (s), respectively, a new paragraph (f) is added to that subsection, and paragraph (n) of subsection (4) of that section is amended, to read:

381.0065 Onsite sewage treatment and disposal systems; regulation.—

(2) DEFINITIONS.—As used in ss. 381.0065-381.0067, the term:

(f) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from the onsite sewage tank or tanks and drainfield.

(4) PERMITS; INSTALLATION; CONDITIONS.—A person may not construct, repair, modify, abandon, or operate an onsite sewage treatment and disposal system without first obtaining a permit approved by the department. The department may issue permits to carry out this section, except that the issuance of a permit for work seaward of the coastal construction control line established under s. 161.053 shall be contingent upon receipt of any required coastal construction control line permit from the department. A construction permit is valid for 18 months after the date of issuance and may be extended by the department for one 90-day period under rules adopted by the department. A repair permit is valid for 90 days after the date of issuance. An operating permit must be obtained before the use of any aerobic treatment unit or if the establishment generates commercial waste. Buildings or establishments that use an aerobic treatment unit or generate commercial waste shall be inspected by the department at least annually to assure compliance with the terms of the operating permit. The operating permit for a commercial wastewater system is valid for 1 year after the date of issuance and must be renewed annually. The operating permit for an aerobic treatment unit is valid for 2 years after the date of issuance and must be renewed every 2 years. If all information pertaining to the siting, location, and installation conditions or repair of an onsite sewage treatment and disposal system remains the same, a construction or repair permit for the onsite sewage treatment and disposal system may be transferred to another person, if the transferee files, within 60 days after the transfer of ownership, an amended application providing all corrected information and proof of ownership of the property. A fee is not associated with the processing of this supplemental information. A person may not contract to construct, modify, alter, repair, service, abandon, or maintain any portion of an onsite sewage treatment and disposal system without being registered under part III of chapter 489. A property owner who personally performs construction, maintenance, or repairs to a system

serving his or her own owner-occupied single-family residence is exempt from registration requirements for performing such construction, maintenance, or repairs on that residence, but is subject to all permitting requirements. A municipality or political subdivision of the state may not issue a building or plumbing permit for any building that requires the use of an onsite sewage treatment and disposal system unless the owner or builder has received a construction permit for such system from the department. A building or structure may not be occupied and a municipality, political subdivision, or any state or federal agency may not authorize occupancy until the department approves the final installation of the onsite sewage treatment and disposal system. A municipality or political subdivision of the state may not approve any change in occupancy or tenancy of a building that uses an onsite sewage treatment and disposal system until the department has reviewed the use of the system with the proposed change, approved the change, and amended the operating permit.

(n) Evaluations for determining the seasonal high-water table elevations or the suitability of soils for the use of a new onsite sewage treatment and disposal system shall be performed by department personnel, professional engineers registered in the state, or such other persons with expertise, as defined by rule, in making such evaluations. Evaluations for determining mean annual flood lines shall be performed by those persons identified in paragraph (2)(l) ~~(2)(k)~~. The department shall accept evaluations submitted by professional engineers and such other persons as meet the expertise established by this section or by rule unless the department has a reasonable scientific basis for questioning the accuracy or completeness of the evaluation.

Section 12. Subsection (3) is added to section 381.00655, Florida Statutes, to read:

381.00655 Connection of existing onsite sewage treatment and disposal systems to central sewerage system; requirements.—

(3) Local governmental agencies, as defined in s. 403.1835(2), that receive grants or loans from the department to offset the cost of connecting onsite sewage treatment and disposal systems to publicly owned or investor-owned sewerage systems are encouraged to do all of the following while such funds remain available:

(a) Identify the owners of onsite sewage treatment and disposal systems within the jurisdiction of the respective local governmental agency who are eligible to apply for the grant or loan funds and notify such owners of the funding availability.

(b) Maintain a publicly available website with information relating to the availability of the grant or loan funds, including the amount of funds available and information on how the owner of an onsite sewage treatment and disposal system may apply for such funds.

Section 13. Section 403.031, Florida Statutes, is reordered and amended to read:

403.031 Definitions.—In construing this chapter, or rules and regulations adopted pursuant hereto, the following words, phrases, or terms, unless the context otherwise indicates, have the following meanings:

(1) “Contaminant” is any substance which is harmful to plant, animal, or human life.

(2) “Department” means the Department of Environmental Protection.

(3) “Effluent limitations” means any restriction established by the department on quantities, rates, or concentrations of chemical, physical, biological, or other constituents which are discharged from sources into waters of the state.

(5) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from the onsite sewage tank or tanks and drainfield.

~~(6)~~(4) “Installation” means is any structure, equipment, or facility, or appurtenances thereto, or operation which may emit air or water contaminants in quantities prohibited by rules of the department.

(7) “Nutrient or nutrient-related standards” means water quality standards and criteria established for total nitrogen and total phosphorous, or their organic or inorganic forms; biological variables, such as chlorophyll-a, biomass, or the structure of the phytoplankton, periphyton, or vascular plant community, that respond to a nutrient load or concentration in a predictable and measurable manner; or dissolved oxygen if it is demonstrated for the waterbody that dissolved oxygen conditions result in a biological imbalance and the dissolved oxygen responds to a nutrient load or concentration in a predictable and measurable manner.

(8) “Onsite sewage treatment and disposal system” means a system that contains a standard subsurface, filled, or mound drainfield system; an aerobic treatment unit; a graywater system tank; a laundry wastewater system tank; a septic tank; a grease interceptor; a pump tank; a solids or effluent pump; a waterless, incinerating, or organic waste-composting toilet; or a sanitary pit privy that is installed or proposed to be installed beyond the building sewer on land of the owner or on other land to which the owner has the legal right to install a system. The term includes any item placed within, or intended to be used as a part of or in conjunction with, the system. The term does not include package sewage treatment facilities and other treatment works regulated under chapter 403.

~~(9)~~(5) “Person” means the state or any agency or institution thereof, the United States or any agency or institution thereof, or any municipality, political subdivision, public or private corporation, individual, partnership, association, or other entity and includes any officer or governing or managing body of the state, the United States, any agency, any municipality, political subdivision, or public or private corporation.

~~(10)~~(6) “Plant” is any unit operation, complex, area, or multiple of unit operations that produce, process, or cause to be processed any materials, the processing of which can, or may, cause air or water pollution.

~~(11)~~(7) “Pollution” is the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or manmade or human-induced impairment of air or waters or alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation unless authorized by applicable law.

~~(12)~~(8) “Pollution prevention” means the steps taken by a potential generator of contamination or pollution to eliminate or reduce the contamination or pollution before it is discharged into the environment. The term includes nonmandatory steps taken to use alternative forms of energy, conserve or reduce the use of energy, substitute nontoxic materials for toxic materials, conserve or reduce the use of toxic materials and raw materials, reformulate products, modify manufacturing or other processes, improve in-plant maintenance and operations, implement environmental planning before expanding a facility, and recycle toxic or other raw materials.

~~(14)~~(9) “Sewerage system” means pipelines or conduits, pumping stations, and force mains and all other structures, devices, appurtenances, and facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal.

~~(15)~~(10) “Source” means is any and all points of origin of a contaminant ~~the item defined in subsection (1)~~, whether privately or publicly owned or operated.

~~(21)~~(11) “Treatment works” and “disposal systems” mean any plant or other works used for the purpose of treating, stabilizing, or holding wastes.

~~(22)~~(12) “Wastes” means sewage, industrial wastes, and all other liquid, gaseous, solid, radioactive, or other substances which may pollute or tend to pollute any waters of the state.

~~(23)~~(13) “Waters” include, but are not limited to, rivers, lakes, streams, springs, impoundments, wetlands, and all other waters or bodies of water, including fresh, brackish, saline, tidal, surface, or underground waters.

Waters owned entirely by one person other than the state are included only in regard to possible discharge on other property or water. Underground waters include, but are not limited to, all underground waters passing through pores of rock or soils or flowing through in channels, whether manmade or natural. Solely for purposes of s. 403.0885, waters of the state also include navigable waters or waters of the contiguous zone as used in s. 502 of the Clean Water Act, as amended, 33 U.S.C. ss. 1251 et seq., as in existence on January 1, 1993, except for those navigable waters seaward of the boundaries of the state set forth in s. 1, Art. II of the State Constitution. Solely for purposes of this chapter, waters of the state also include the area bounded by the following:

(a) Commence at the intersection of State Road (SRD) 5 (U.S. 1) and the county line dividing Miami-Dade and Monroe Counties, said point also being the mean high-water line of Florida Bay, located in section 4, township 60 south, range 39 east of the Tallahassee Meridian for the point of beginning. From said point of beginning, thence run northwesterly along said SRD 5 to an intersection with the north line of section 18, township 58 south, range 39 east; thence run westerly to a point marking the southeast corner of section 12, township 58 south, range 37 east, said point also lying on the east boundary of the Everglades National Park; thence run north along the east boundary of the aforementioned Everglades National Park to a point marking the northeast corner of section 1, township 58 south, range 37 east; thence run west along said park to a point marking the northwest corner of said section 1; thence run northerly along said park to a point marking the northwest corner of section 24, township 57 south, range 37 east; thence run westerly along the south lines of sections 14, 15, and 16 to the southwest corner of section 16; thence leaving the Everglades National Park boundary run northerly along the west line of section 16 to the northwest corner of section 16; thence east along the northerly line of section 16 to a point at the intersection of the east one-half and west one-half of section 9; thence northerly along the line separating the east one-half and the west one-half of sections 9, 4, 33, and 28; thence run easterly along the north line of section 28 to the northeast corner of section 28; thence run northerly along the west line of section 22 to the northwest corner of section 22; thence easterly along the north line of section 22 to a point at the intersection of the east one-half and west one-half of section 15; thence run northerly along said line to the point of intersection with the north line of section 15; thence easterly along the north line of section 15 to the northeast corner of section 15; thence run northerly along the west lines of sections 11 and 2 to the northwest corner of section 2; thence run easterly along the north lines of sections 2 and 1 to the northeast corner of section 1, township 56 south, range 37 east; thence run north along the east line of section 36, township 55 south, range 37 east to the northeast corner of section 36; thence run west along the north line of section 36 to the northwest corner of section 36; thence run north along the west line of section 25 to the northwest corner of section 25; thence run west along the north line of section 26 to the northwest corner of section 26; thence run north along the west line of section 23 to the northwest corner of section 23; thence run easterly along

the north line of section 23 to the northeast corner of section 23; thence run north along the west line of section 13 to the northwest corner of section 13; thence run east along the north line of section 13 to a point of intersection with the west line of the southeast one-quarter of section 12; thence run north along the west line of the southeast one-quarter of section 12 to the northwest corner of the southeast one-quarter of section 12; thence run east along the north line of the southeast one-quarter of section 12 to the point of intersection with the east line of section 12; thence run east along the south line of the northwest one-quarter of section 7 to the southeast corner of the northwest one-quarter of section 7; thence run north along the east line of the northwest one-quarter of section 7 to the point of intersection with the north line of section 7; thence run northerly along the west line of the southeast one-quarter of section 6 to the northwest corner of the southeast one-quarter of section 6; thence run east along the north lines of the southeast one-quarter of section 6 and the southwest one-quarter of section 5 to the northeast corner of the southwest one-quarter of section 5; thence run northerly along the east line of the northwest one-quarter of section 5 to the point of intersection with the north line of section 5; thence run northerly along the line dividing the east one-half and the west one-half of Lot 5 to a point intersecting the north line of Lot 5; thence run east along the north line of Lot 5 to the northeast corner of Lot 5, township 54 ½ south, range 38 east; thence run north along the west line of section 33, township 54 south, range 38 east to a point intersecting the northwest corner of the southwest one-quarter of section 33; thence run easterly along the north line of the southwest one-quarter of section 33 to the northeast corner of the southwest one-quarter of section 33; thence run north along the west line of the northeast one-quarter of section 33 to a point intersecting the north line of section 33; thence run easterly along the north line of section 33 to the northeast corner of section 33; thence run northerly along the west line of section 27 to a point intersecting the northwest corner of the southwest one-quarter of section 27; thence run easterly to the northeast corner of the southwest one-quarter of section 27; thence run northerly along the west line of the northeast one-quarter of section 27 to a point intersecting the north line of section 27; thence run west along the north line of section 27 to the northwest corner of section 27; thence run north along the west lines of sections 22 and 15 to the northwest corner of section 15; thence run easterly along the north lines of sections 15 and 14 to the point of intersection with the L-31N Levee, said intersection located near the southeast corner of section 11, township 54 south, range 38 east; thence run northerly along Levee L-31N crossing SRD 90 (U.S. 41 Tamiami Trail) to an intersection common to Levees L-31N, L-29, and L-30, said intersection located near the southeast corner of section 2, township 54 south, range 38 east; thence run northeasterly, northerly, and northeasterly along Levee L-30 to a point of intersection with the Miami-Dade/Broward Levee, said intersection located near the northeast corner of section 17, township 52 south, range 39 east; thence run due east to a point of intersection with SRD 27 (Krome Ave.); thence run northeasterly along SRD 27 to an intersection with SRD 25 (U.S. 27), said intersection located in section 3, township 52 south, range 39 east; thence run northerly along said SRD 25, entering into Broward County, to

an intersection with SRD 84 at Andytown; thence run southeasterly along the aforementioned SRD 84 to an intersection with the southwesterly prolongation of Levee L-35A, said intersection being located in the northeast one-quarter of section 5, township 50 south, range 40 east; thence run northeasterly along Levee L-35A to an intersection of Levee L-36, said intersection located near the southeast corner of section 12, township 49 south, range 40 east; thence run northerly along Levee L-36, entering into Palm Beach County, to an intersection common to said Levees L-36, L-39, and L-40, said intersection located near the west quarter corner of section 19, township 47 south, range 41 east; thence run northeasterly, easterly, and northerly along Levee L-40, said Levee L-40 being the easterly boundary of the Loxahatchee National Wildlife Refuge, to an intersection with SRD 80 (U.S. 441), said intersection located near the southeast corner of section 32, township 43 south, range 40 east; thence run westerly along the aforementioned SRD 80 to a point marking the intersection of said road and the northeasterly prolongation of Levee L-7, said Levee L-7 being the westerly boundary of the Loxahatchee National Wildlife Refuge; thence run southwesterly and southerly along said Levee L-7 to an intersection common to Levees L-7, L-15 (Hillsborough Canal), and L-6; thence run southwesterly along Levee L-6 to an intersection common to Levee L-6, SRD 25 (U.S. 27), and Levee L-5, said intersection being located near the northwest corner of section 27, township 47 south, range 38 east; thence run westerly along the aforementioned Levee L-5 to a point intersecting the east line of range 36 east; thence run northerly along said range line to a point marking the northeast corner of section 1, township 47 south, range 36 east; thence run westerly along the north line of township 47 south, to an intersection with Levee L-23/24 (Miami Canal); thence run northwesterly along the Miami Canal Levee to a point intersecting the north line of section 22, township 46 south, range 35 east; thence run westerly to a point marking the northwest corner of section 21, township 46 south, range 35 east; thence run southerly to the southwest corner of said section 21; thence run westerly to a point marking the northwest corner of section 30, township 46 south, range 35 east, said point also being on the line dividing Palm Beach and Hendry Counties; from said point, thence run southerly along said county line to a point marking the intersection of Broward, Hendry, and Collier Counties, said point also being the northeast corner of section 1, township 49 south, range 34 east; thence run westerly along the line dividing Hendry and Collier Counties and continuing along the prolongation thereof to a point marking the southwest corner of section 36, township 48 south, range 29 east; thence run southerly to a point marking the southwest corner of section 12, township 49 south, range 29 east; thence run westerly to a point marking the southwest corner of section 10, township 49 south, range 29 east; thence run southerly to a point marking the southwest corner of section 15, township 49 south, range 29 east; thence run westerly to a point marking the northwest corner of section 24, township 49 south, range 28 east, said point lying on the west boundary of the Big Cypress Area of Critical State Concern as described in rule 28-25.001, Florida Administrative Code; thence run southerly along said boundary crossing SRD 84 (Alligator Alley) to a point marking the southwest corner of section 24, township 50 south, range 28

east; thence leaving the aforementioned west boundary of the Big Cypress Area of Critical State Concern run easterly to a point marking the northeast corner of section 25, township 50 south, range 28 east; thence run southerly along the east line of range 28 east to a point lying approximately 0.15 miles south of the northeast corner of section 1, township 52 south, range 28 east; thence run southwesterly 2.4 miles more or less to an intersection with SRD 90 (U.S. 41 Tamiami Trail), said intersection lying 1.1 miles more or less west of the east line of range 28 east; thence run northwesterly and westerly along SRD 90 to an intersection with the west line of section 10, township 52 south, range 28 east; thence leaving SRD 90 run southerly to a point marking the southwest corner of section 15, township 52 south, range 28 east; thence run westerly crossing the Faka Union Canal 0.6 miles more or less to a point; thence run southerly and parallel to the Faka Union Canal to a point located on the mean high-water line of Faka Union Bay; thence run southeasterly along the mean high-water line of the various bays, rivers, inlets, and streams to the point of beginning.

(b) The area bounded by the line described in paragraph (a) generally includes those waters to be known as waters of the state. The landward extent of these waters shall be determined by the delineation methodology ratified in s. 373.4211. Any waters which are outside the general boundary line described in paragraph (a) but which are contiguous thereto by virtue of the presence of a wetland, watercourse, or other surface water, as determined by the delineation methodology ratified in s. 373.4211, shall be a part of this waterbody ~~water-body~~. Any areas within the line described in paragraph (a) which are neither a wetland nor surface water, as determined by the delineation methodology ratified in s. 373.4211, shall be excluded therefrom. If the Florida Environmental Regulation Commission designates the waters within the boundaries an Outstanding Florida Water, waters outside the boundaries may ~~shall~~ not be included as part of such designation unless a hearing is held pursuant to notice in each appropriate county and the boundaries of such lands are specifically considered and described for such designation.

~~(16)~~(14) “State water resource implementation rule” means the rule authorized by s. 373.036, which sets forth goals, objectives, and guidance for the development and review of programs, rules, and plans relating to water resources, based on statutory policies and directives. The waters of the state are among its most basic resources. Such waters should be managed to conserve and protect water resources and to realize the full beneficial use of these resources.

~~(17)~~(15) “Stormwater management program” means the institutional strategy for stormwater management, including urban, agricultural, and other stormwater.

~~(18)~~(16) “Stormwater management system” means a system ~~which is~~ designed and constructed or implemented to control discharges that ~~which~~ are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding,

overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

~~(19)~~(17) “Stormwater utility” means the funding of a stormwater management program by assessing the cost of the program to the beneficiaries based on their relative contribution to its need. It is operated as a typical utility which bills services regularly, similar to water and wastewater services.

~~(24)~~(18) “Watershed” means the land area that ~~which~~ contributes to the flow of water into a receiving body of water.

~~(13)~~(19) “Regulated air pollutant” means any pollutant regulated under the federal Clean Air Act.

~~(4)~~(20) “Electrical power plant” means, for purposes of this part of this chapter, any electrical generating facility that uses any process or fuel and that is owned or operated by an electric utility, as defined in s. 403.503(14), and includes any associated facility that directly supports the operation of the electrical power plant.

~~(20)~~(21) “Total maximum daily load” is defined as the sum of the individual wasteload allocations for point sources and the load allocations for nonpoint sources and natural background. Prior to determining individual wasteload allocations and load allocations, the maximum amount of a pollutant that a waterbody ~~water-body~~ or water segment can assimilate from all sources without exceeding water quality standards must first be calculated.

Section 14. Paragraphs (a) and (e) of subsection (7) of section 403.067, Florida Statutes, are amended to read:

403.067 Establishment and implementation of total maximum daily loads.—

(7) DEVELOPMENT OF BASIN MANAGEMENT PLANS AND IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS.—

(a) *Basin management action plans.*—

1. In developing and implementing the total maximum daily load for a waterbody ~~water-body~~, the department, or the department in conjunction with a water management district, may develop a basin management action plan that addresses some or all of the watersheds and basins tributary to the waterbody ~~water-body~~. Such plan must integrate the appropriate management strategies available to the state through existing water quality protection programs to achieve the total maximum daily loads and may provide for phased implementation of these management strategies to promote timely, cost-effective actions as provided for in s. 403.151. The plan must establish a schedule implementing the management strategies, establish a basis for evaluating the plan’s effectiveness, and identify feasible

funding strategies for implementing the plan's management strategies. The management strategies may include regional treatment systems or other public works, when appropriate, and voluntary trading of water quality credits to achieve the needed pollutant load reductions.

2. A basin management action plan must equitably allocate, pursuant to paragraph (6)(b), pollutant reductions to individual basins, as a whole to all basins, or to each identified point source or category of nonpoint sources, as appropriate. For nonpoint sources for which best management practices have been adopted, the initial requirement specified by the plan must be those practices developed pursuant to paragraph (c). When appropriate, the plan may take into account the benefits of pollutant load reduction achieved by point or nonpoint sources that have implemented management strategies to reduce pollutant loads, including best management practices, before the development of the basin management action plan. The plan must also identify the mechanisms that will address potential future increases in pollutant loading.

3. The basin management action planning process is intended to involve the broadest possible range of interested parties, with the objective of encouraging the greatest amount of cooperation and consensus possible. In developing a basin management action plan, the department shall assure that key stakeholders, including, but not limited to, applicable local governments, water management districts, the Department of Agriculture and Consumer Services, other appropriate state agencies, local soil and water conservation districts, environmental groups, regulated interests, and affected pollution sources, are invited to participate in the process. The department shall hold at least one public meeting in the vicinity of the watershed or basin to discuss and receive comments during the planning process and shall otherwise encourage public participation to the greatest practicable extent. Notice of the public meeting must be published in a newspaper of general circulation in each county in which the watershed or basin lies at least 5 days, but not more than 15 days, before the public meeting. A basin management action plan does not supplant or otherwise alter any assessment made under subsection (3) or subsection (4) or any calculation or initial allocation.

4. Each new or revised basin management action plan must ~~shall~~ include all of the following:

a. The appropriate management strategies available through existing water quality protection programs to achieve total maximum daily loads, which may provide for phased implementation to promote timely, cost-effective actions as provided for in s. 403.151.;

b. A description of best management practices adopted by rule.;

c. For the applicable 5-year implementation milestone, a list of projects that will achieve the pollutant load reductions needed to meet the total maximum daily load or the load allocations established pursuant to

subsection (6). Each project must include a planning-level cost estimate and an estimated date of completion. A list of projects in priority ranking with a planning-level cost estimate and estimated date of completion for each listed project;

d. A list of projects developed pursuant to paragraph (e), if applicable.

e.d. The source and amount of financial assistance to be made available by the department, a water management district, or other entity for each listed project, if applicable; and

f.e. A planning-level estimate of each listed project's expected load reduction, if applicable.

5. The department shall adopt all or any part of a basin management action plan and any amendment to such plan by secretarial order pursuant to chapter 120 to implement this section.

6. The basin management action plan must include 5-year milestones for implementation and water quality improvement, and an associated water quality monitoring component sufficient to evaluate whether reasonable progress in pollutant load reductions is being achieved over time. An assessment of progress toward these milestones shall be conducted every 5 years, and revisions to the plan shall be made as appropriate. Any entity with a specific pollutant load reduction requirement established in a basin management action plan shall identify the projects or strategies that such entity will undertake to meet current 5-year pollution reduction milestones, beginning with the first 5-year milestone for new basin management action plans, and submit such projects to the department for inclusion in the appropriate basin management action plan. Each project identified must include an estimated amount of nutrient reduction that is reasonably expected to be achieved based on the best scientific information available. Revisions to the basin management action plan shall be made by the department in cooperation with basin stakeholders. Revisions to the management strategies required for nonpoint sources must follow the procedures in subparagraph (c)4. Revised basin management action plans must be adopted pursuant to subparagraph 5.

7. In accordance with procedures adopted by rule under paragraph (9)(c), basin management action plans, and other pollution control programs under local, state, or federal authority as provided in subsection (4), may allow point or nonpoint sources that will achieve greater pollutant reductions than required by an adopted total maximum daily load or wasteload allocation to generate, register, and trade water quality credits for the excess reductions to enable other sources to achieve their allocation; however, the generation of water quality credits does not remove the obligation of a source or activity to meet applicable technology requirements or adopted best management practices. Such plans must allow trading between NPDES permittees, and trading that may or may not involve NPDES permittees, where the generation or use of the credits involve an entity or activity not subject to

department water discharge permits whose owner voluntarily elects to obtain department authorization for the generation and sale of credits.

8. The department's rule relating to the equitable abatement of pollutants into surface waters do not apply to water bodies or waterbody ~~water-body~~ segments for which a basin management plan that takes into account future new or expanded activities or discharges has been adopted under this section.

9. In order to promote resilient wastewater utilities, if the department identifies domestic wastewater treatment facilities or onsite sewage treatment and disposal systems as contributors of at least 20 percent of point source or nonpoint source nutrient pollution or if the department determines remediation is necessary to achieve the total maximum daily load, a basin management action plan for a nutrient total maximum daily load must include the following:

a. A wastewater treatment plan developed by each local government, in cooperation with the department, the water management district, and the public and private domestic wastewater treatment facilities within the jurisdiction of the local government, that addresses domestic wastewater. The wastewater treatment plan must:

(I) Provide for construction, expansion, or upgrades necessary to achieve the total maximum daily load requirements applicable to the domestic wastewater treatment facility.

(II) Include the permitted capacity in average annual gallons per day for the domestic wastewater treatment facility; the average nutrient concentration and the estimated average nutrient load of the domestic wastewater; a projected timeline of the dates by which the construction of any facility improvements will begin and be completed and the date by which operations of the improved facility will begin; the estimated cost of the improvements; and the identity of responsible parties.

The wastewater treatment plan must be adopted as part of the basin management action plan no later than July 1, 2025. A local government that does not have a domestic wastewater treatment facility in its jurisdiction is not required to develop a wastewater treatment plan unless there is a demonstrated need to establish a domestic wastewater treatment facility within its jurisdiction to improve water quality necessary to achieve a total maximum daily load. A local government is not responsible for a private domestic wastewater facility's compliance with a basin management action plan unless such facility is operated through a public-private partnership to which the local government is a party.

b. An onsite sewage treatment and disposal system remediation plan developed by each local government in cooperation with the department, the Department of Health, water management districts, and public and private domestic wastewater treatment facilities.

(I) The onsite sewage treatment and disposal system remediation plan must identify cost-effective and financially feasible projects necessary to achieve the nutrient load reductions required for onsite sewage treatment and disposal systems. To identify cost-effective and financially feasible projects for remediation of onsite sewage treatment and disposal systems, the local government shall:

(A) Include an inventory of onsite sewage treatment and disposal systems based on the best information available;

(B) Identify onsite sewage treatment and disposal systems that would be eliminated through connection to existing or future central domestic wastewater infrastructure in the jurisdiction or domestic wastewater service area of the local government, that would be replaced with or upgraded to enhanced nutrient-reducing onsite sewage treatment and disposal systems, or that would remain on conventional onsite sewage treatment and disposal systems;

(C) Estimate the costs of potential onsite sewage treatment and disposal system connections, upgrades, or replacements; and

(D) Identify deadlines and interim milestones for the planning, design, and construction of projects.

(II) The department shall adopt the onsite sewage treatment and disposal system remediation plan as part of the basin management action plan no later than July 1, 2025, or as required for Outstanding Florida Springs under s. 373.807.

10. The installation of new onsite sewage treatment and disposal systems constructed within a basin management action plan area adopted under this section, a reasonable assurance plan, or a pollution reduction plan is prohibited where connection to a publicly owned or investor-owned sewerage system is available as defined in s. 381.0065(2)(a). On lots of 1 acre or less within a basin management action plan adopted under this section, a reasonable assurance plan, or a pollution reduction plan where a publicly owned or investor-owned sewerage system is not available, the installation of enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction is required.

~~11.10.~~ When identifying wastewater projects in a basin management action plan, the department may not require the higher cost option if it achieves the same nutrient load reduction as a lower cost option. A regulated entity may choose a different cost option if it complies with the pollutant reduction requirements of an adopted total maximum daily load and meets or exceeds the pollution reduction requirement of the original project.

12. Annually, local governments subject to a basin management action plan or located within the basin of a waterbody not attaining nutrient or

nutrient-related standards must provide to the department an update on the status of construction of sanitary sewers to serve such areas, in a manner prescribed by the department.

(e) *Cooperative agricultural regional water quality improvement element.*

1. The department and, the Department of Agriculture and Consumer Services, in cooperation with and owners of agricultural operations in the basin, shall develop a cooperative agricultural regional water quality improvement element as part of a basin management action plan where only if:

a. ~~Agricultural measures have been adopted by the Department of Agriculture and Consumer Services pursuant to subparagraph (c)2. and have been implemented and the water body remains impaired;~~

b. Agricultural nonpoint sources contribute to at least 20 percent of nonpoint source nutrient discharges; or and

~~b.e.~~ The department determines that additional measures, in combination with state-sponsored regional projects and other management strategies included in the basin management action plan, are necessary to achieve the total maximum daily load.

2. The element will be implemented through the use of cost-effective and technically and financially practical regional agricultural nutrient reduction cost-sharing projects and. The element must include a list of such projects submitted to the department by the Department of Agriculture and Consumer Services which, in combination with the best management practices, additional measures, and other management strategies, will achieve the needed pollutant load reductions established for agricultural nonpoint sources cost-effective and technically and financially practical cooperative regional agricultural nutrient reduction projects that can be implemented on private properties on a site-specific, cooperative basis. Such cooperative regional agricultural nutrient reduction projects may include, but are not limited to, land acquisition in fee or conservation easements on the lands of willing sellers and site-specific water quality improvement or dispersed water management projects. The list of regional projects included in the cooperative agricultural regional water quality improvement element must include a planning-level cost estimate of each project along with the estimated amount of nutrient reduction that such project will achieve on the lands of project participants.

3. To qualify for participation in the cooperative agricultural regional water quality improvement element, the participant must have already implemented and be in compliance with best management practices or other measures adopted by the Department of Agriculture and Consumer Services pursuant to subparagraph (c)2. The element must ~~may~~ be included in the basin management action plan as a part of the next 5-year assessment under subparagraph (a)6.

4. The department ~~or the Department of Agriculture and Consumer Services~~ may submit a legislative budget request to fund projects developed pursuant to this paragraph. In allocating funds for projects funded pursuant to this paragraph, the department shall provide at least 20 percent of its annual appropriation for projects in subbasins with the highest nutrient concentrations within a basin management action plan. Projects submitted pursuant to this paragraph are eligible for funding in accordance with s. 403.0673.

Section 15. Section 403.0673, Florida Statutes, is amended to read:

403.0673 Water quality improvement Wastewater grant program.—A wastewater grant program is established within the Department of Environmental Protection to address wastewater, stormwater, and agricultural sources of nutrient loading to surface water or groundwater.

(1) The purpose of the grant program is to fund projects that will improve the quality of waterbodies that:

(a) Are not attaining nutrient or nutrient-related standards;

(b) Have an established total maximum daily load; or

(c) Are located ~~Subject to the appropriation of funds by the Legislature, the department may provide grants for the following projects within a basin management action plan area, a reasonable assurance plan area an alternative restoration plan adopted by final order, an accepted alternative restoration plan area,~~ or a rural area of opportunity under s. 288.0656.

(2) The department may provide grants for all of the following types of projects that reduce the amount of nutrients entering those waterbodies identified in subsection (1):

(a) Connecting onsite sewage treatment and disposal systems to central sewer facilities.

(b) Upgrading domestic wastewater treatment facilities to advanced waste treatment or greater.

(c) Repairing, upgrading, expanding, or constructing stormwater treatment facilities that result in improvements to surface water or groundwater quality.

(d) Repairing, upgrading, expanding, or constructing domestic wastewater treatment facilities that result in improvements to surface water or groundwater quality, including domestic wastewater reuse and collection systems.

(e) Projects identified pursuant to s. 403.067(7)(a) or (7)(e).

(f) Projects identified in a wastewater treatment plan or an onsite sewage treatment and disposal system remediation plan developed pursuant to s. 403.067(7)(a)9.a. and b.

(g) Projects listed in a city or county capital improvement element pursuant to s. 163.3177(3)(a)4.b.

(h) Retrofitting onsite sewage treatment and disposal systems to upgrade such systems to enhanced nutrient-reducing onsite sewage treatment and disposal systems where central sewerage is unavailable which will individually or collectively reduce excess nutrient pollution:

~~(a) Projects to retrofit onsite sewage treatment and disposal systems to upgrade such systems to enhanced nutrient-reducing onsite sewage treatment and disposal systems.~~

~~(b) Projects to construct, upgrade, or expand facilities to provide advanced waste treatment, as defined in s. 403.086(4).~~

~~(c) Projects to connect onsite sewage treatment and disposal systems to central sewer facilities.~~

~~(3)(2) In allocating such funds, priority must be given to projects that subsidize the connection of onsite sewage treatment and disposal systems to wastewater treatment facilities. First priority must be given to subsidize the connection of onsite sewage treatment and disposal systems to existing infrastructure. Second priority must be given to any expansion of a collection or transmission system that promotes efficiency by planning the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way. Third priority must be given to all other connections of onsite sewage treatment and disposal systems to wastewater treatment facilities. The department shall consider and prioritize those projects that:~~

(a) Have the maximum estimated reduction in nutrient load per project;

(b) Demonstrate project readiness;

(c) Are cost-effective;

(d) Have a cost share identified by the applicant, except for rural areas of opportunity;

(e) Have previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project; or

(f) Are in a the cost-effectiveness of the project; the overall environmental benefit of a project; the location where reductions are needed most to attain the water quality standards of a waterbody not attaining nutrient or nutrient-related standards.

Any project that does not result in reducing nutrient loading to a waterbody identified in subsection (1) is not eligible for funding under this section of a project; the availability of local matching funds; and projected water savings or quantity improvements associated with a project.

~~(3) Each grant for a project described in subsection (1) must require a minimum of a 50-percent local match of funds. However, the department may, at its discretion, waive, in whole or in part, this consideration of the local contribution for proposed projects within an area designated as a rural area of opportunity under s. 288.0656.~~

~~(4) The department shall coordinate annually with each water management district, as necessary, to identify potential projects grant recipients in each district.~~

(5) The department shall coordinate with local governments and stakeholders to identify the most effective and beneficial water quality improvement projects.

(6) The department shall coordinate with the Department of Agriculture and Consumer Services to prioritize the most effective and beneficial agricultural nonpoint source projects identified pursuant to s. 403.067(7)(e).

(7) Beginning January 15, 2024 ~~1, 2021~~, and each January 15 ~~1~~ thereafter, the department shall submit a report regarding the projects funded pursuant to this section to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The report must include a list of those projects receiving funding and the following information for each project:

- (a) A description of the project;
- (b) The cost of the project;
- (c) The estimated nutrient load reduction of the project;
- (d) The location of the project;
- (e) The waterbody or waterbodies where the project will reduce nutrients; and
- (f) The total cost share being provided for the project.

Section 16. Paragraph (c) of subsection (1) of section 403.086, Florida Statutes, is amended to read:

403.086 Sewage disposal facilities; advanced and secondary waste treatment.—

(1)

(c)1. Notwithstanding this chapter or chapter 373, sewage disposal facilities may not dispose of any wastes into the following waters without providing advanced waste treatment, as defined in subsection (4), as approved by the department or a more stringent treatment standard if the department determines the more stringent standard is necessary to achieve the total maximum daily load or applicable water quality criteria:

a. Old Tampa Bay, Tampa Bay, Hillsborough Bay, Boca Ciega Bay, St. Joseph Sound, Clearwater Bay, Sarasota Bay, Little Sarasota Bay, Roberts Bay, Lemon Bay, Charlotte Harbor Bay, Biscayne Bay, or any river, stream, channel, canal, bay, bayou, sound, or other water tributary thereto,;

b. Beginning July 1, 2025, Indian River Lagoon, or into any river, stream, channel, canal, bay, bayou, sound, or other water tributary thereto;

c. By January 1, 2033, waterbodies that are currently not attaining nutrient or nutrient-related standards or that are subject to a nutrient or nutrient-related basin management action plan adopted pursuant to s. 403.067 or adopted reasonable assurance plan.

2. For any waterbody determined not to be attaining nutrient or nutrient-related standards after July 1, 2023, or subject to a nutrient or nutrient-related basin management action plan adopted pursuant to s. 403.067 or adopted reasonable assurance plan after July 1, 2023, sewage disposal facilities are prohibited from disposing any wastes into such waters without providing advanced waste treatment, as defined in subsection (4), as approved by the department within 10 years after such determination or adoption, without providing advanced waste treatment, as defined in subsection (4), approved by the department. This paragraph does not apply to facilities which were permitted by February 1, 1987, and which discharge secondary treated effluent, followed by water hyacinth treatment, to tributaries of tributaries of the named waters; or to facilities permitted to discharge to the nontidally influenced portions of the Peace River.

Section 17. Subsection (10) of section 570.71, Florida Statutes, is amended, and subsection (14) is added to that section, to read:

570.71 Conservation easements and agreements.—

(10) The department, in consultation with the Department of Environmental Protection, the water management districts, the Department of Economic Opportunity, and the Florida Fish and Wildlife Conservation Commission, shall adopt rules that establish an application process; a process and criteria for setting priorities for use of funds consistent with the purposes specified in subsection (1) and giving preference to ranch and timber lands managed using sustainable practices, lands in imminent danger of development or degradation, or lands within the Florida wildlife corridor as defined in s. 259.1055(4); an appraisal process; and a process for title review and compliance and approval of the rules by the Board of Trustees of the Internal Improvement Trust Fund.

(14) Notwithstanding any other law or rule, the department shall submit a purchase agreement authorized by this section to the Board of Trustees of the Internal Improvement Trust Fund for approval only if the purchase price exceeds \$5 million.

Section 18. Paragraph (b) of subsection (1) and subsection (5) of section 570.715, Florida Statutes, are amended to read:

570.715 Conservation easement acquisition procedures.—

(1) For less than fee simple acquisitions pursuant to s. 570.71, the Department of Agriculture and Consumer Services shall comply with the following acquisition procedures:

(b) Before approval by the board of trustees of an agreement to purchase less than fee simple title to land pursuant to s. 570.71, an appraisal of the parcel shall be required as follows:

1. Each parcel to be acquired shall have at least one appraisal. Two appraisals are required when the estimated value of the parcel exceeds \$5 \$1 million. However, when both appraisals exceed \$5 \$1 million and differ significantly, a third appraisal may be obtained.

2. Appraisal fees and associated costs shall be paid by the department. All appraisals used for the acquisition of less than fee simple interest in lands pursuant to this section shall be prepared by a state-certified appraiser who meets the standards and criteria established by rule of the board of trustees. Each appraiser selected to appraise a particular parcel shall, before contracting with the department or a participant in a multi-party agreement, submit to the department or participant an affidavit substantiating that he or she has no vested or fiduciary interest in such parcel.

(5) Appraisal reports are confidential and exempt from s. 119.07(1), for use by the department and the board of trustees, until an option contract is executed or, if an option contract is not executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the board of trustees. However, the department shall ~~has the authority, at its discretion,~~ to disclose appraisal reports to private landowners or their representatives during negotiations for acquisitions ~~using alternatives to fee simple techniques, if the department determines that disclosure of such reports will bring the proposed acquisition to closure.~~ The department may also disclose appraisal information to public agencies or nonprofit organizations that agree to maintain the confidentiality of the reports or information when joint acquisition of property is contemplated, or when a public agency or nonprofit organization enters into a written multiparty agreement with the department. For purposes of this subsection, the term “nonprofit organization” means an organization whose purposes include the preservation of natural resources, and which is exempt from federal income tax under s. 501(c)(3) of the Internal Revenue Code. The department may release an

appraisal report when the passage of time has rendered the conclusions of value in the report invalid or when the department has terminated negotiations.

Section 19. Paragraph (h) of subsection (4) of section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the payment of service charges or costs of collection and enforcement under this section. All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1). Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs and service charge may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs and service charge are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter and the service charge shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2) and deduction of the service charge imposed pursuant to s. 215.20(1), the remainder shall be distributed as follows:

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund water quality improvement ~~wastewater~~ grants as specified in s. 403.0673.

Section 20. Paragraph (l) of subsection (3), paragraph (a) of subsection (5), and paragraph (i) of subsection (15) of section 259.105, Florida Statutes, are amended to read:

259.105 The Florida Forever Act.—

(3) Less the costs of issuing and the costs of funding reserve accounts and other costs associated with bonds, the proceeds of cash payments or bonds issued pursuant to this section shall be deposited into the Florida Forever Trust Fund created by s. 259.1051. The proceeds shall be distributed by the Department of Environmental Protection in the following manner:

(l) For the purposes of paragraphs (e), (f), (g), and (h), the agencies that receive the funds shall develop their individual acquisition or restoration lists in accordance with specific criteria and numeric performance measures developed pursuant to s. 259.035(4). Proposed additions may be acquired if they are identified within the original project boundary, the management plan required pursuant to s. 253.034(5), or the management prospectus required pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~. Proposed additions not meeting the requirements of this paragraph shall be submitted to the council for approval. The council may only approve the proposed addition if it meets two or more of the following criteria: serves as a link or corridor to other publicly owned property; enhances the protection or management of the property; would add a desirable resource to the property; would create a more manageable boundary configuration; has a high resource value that otherwise would be unprotected; or can be acquired at less than fair market value.

(5)(a) All lands acquired pursuant to this section shall be managed for multiple-use purposes, where compatible with the resource values of and management objectives for such lands. As used in this section, “multiple-use” includes, but is not limited to, outdoor recreational activities as described in ss. 253.034 and 259.032(7)(a)2, ~~ss. 253.034 and 259.032(7)(b)~~, water resource development projects, sustainable forestry management, carbon sequestration, carbon mitigation, or carbon offsets.

(15) The council shall submit to the board, with its list of projects, a report that includes, but need not be limited to, the following information for each project listed:

(i) A management policy statement for the project and a management prospectus pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~.

Section 21. Subsection (17) of section 373.019, Florida Statutes, is amended to read:

373.019 Definitions.—When appearing in this chapter or in any rule, regulation, or order adopted pursuant thereto, the term:

(17) “Reclaimed water” means water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility. Reclaimed water is not subject to regulation pursuant to s. 373.175 or part II of this chapter until it has been discharged into waters as defined in s. 403.031 ~~s. 403.031(13)~~.

Section 22. Section 373.4132, Florida Statutes, is amended to read:

373.4132 Dry storage facility permitting.—The governing board or the department shall require a permit under this part, including s. 373.4145, for the construction, alteration, operation, maintenance, abandonment, or removal of a dry storage facility for 10 or more vessels that is functionally associated with a boat launching area. As part of an applicant’s

demonstration that such a facility will not be harmful to the water resources and will not be inconsistent with the overall objectives of the district, the governing board or department shall require the applicant to provide reasonable assurance that the secondary impacts from the facility will not cause adverse impacts to the functions of wetlands and surface waters, including violations of state water quality standards applicable to waters as defined in s. 403.031 ~~s. 403.031(13)~~, and will meet the public interest test of s. 373.414(1)(a), including the potential adverse impacts to manatees. Nothing in this section shall affect the authority of the governing board or the department to regulate such secondary impacts under this part for other regulated activities.

Section 23. Subsection (1) of section 373.414, Florida Statutes, is amended to read:

373.414 Additional criteria for activities in surface waters and wetlands.

(1) As part of an applicant's demonstration that an activity regulated under this part will not be harmful to the water resources or will not be inconsistent with the overall objectives of the district, the governing board or the department shall require the applicant to provide reasonable assurance that state water quality standards applicable to waters as defined in s. 403.031 ~~s. 403.031(13)~~ will not be violated and reasonable assurance that such activity in, on, or over surface waters or wetlands, as delineated in s. 373.421(1), is not contrary to the public interest. However, if such an activity significantly degrades or is within an Outstanding Florida Water, as provided by department rule, the applicant must provide reasonable assurance that the proposed activity will be clearly in the public interest.

(a) In determining whether an activity, which is in, on, or over surface waters or wetlands, as delineated in s. 373.421(1), and is regulated under this part, is not contrary to the public interest or is clearly in the public interest, the governing board or the department shall consider and balance the following criteria:

1. Whether the activity will adversely affect the public health, safety, or welfare or the property of others;
2. Whether the activity will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
3. Whether the activity will adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
4. Whether the activity will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity;
5. Whether the activity will be of a temporary or permanent nature;

6. Whether the activity will adversely affect or will enhance significant historical and archaeological resources under the provisions of s. 267.061; and

7. The current condition and relative value of functions being performed by areas affected by the proposed activity.

(b) If the applicant is unable to otherwise meet the criteria set forth in this subsection, the governing board or the department, in deciding to grant or deny a permit, must ~~shall~~ consider measures proposed by or acceptable to the applicant to mitigate adverse effects that may be caused by the regulated activity. Such measures may include, but are not limited to, onsite mitigation, offsite mitigation, offsite regional mitigation, and the purchase of mitigation credits from mitigation banks permitted under s. 373.4136. It is ~~shall be~~ the responsibility of the applicant to choose the form of mitigation. The mitigation must offset the adverse effects caused by the regulated activity.

1. The department or water management districts may accept the donation of money as mitigation only where the donation is specified for use in a duly noticed environmental creation, preservation, enhancement, or restoration project, endorsed by the department or the governing board of the water management district, which offsets the impacts of the activity permitted under this part. However, ~~the provisions of this subsection~~ does ~~shall~~ not apply to projects undertaken pursuant to s. 373.4137 or chapter 378. Where a permit is required under this part to implement any project endorsed by the department or a water management district, all necessary permits must have been issued prior to the acceptance of any cash donation. After the effective date of this act, when money is donated to either the department or a water management district to offset impacts authorized by a permit under this part, the department or the water management district shall accept only a donation that represents the full cost to the department or water management district of undertaking the project that is intended to mitigate the adverse impacts. The full cost shall include all direct and indirect costs, as applicable, such as those for land acquisition, land restoration or enhancement, perpetual land management, and general overhead consisting of costs such as staff time, building, and vehicles. The department or the water management district may use a multiplier or percentage to add to other direct or indirect costs to estimate general overhead. Mitigation credit for such a donation may ~~shall~~ be given only to the extent that the donation covers the full cost to the agency of undertaking the project ~~that is intended to mitigate the adverse impacts~~. However, nothing herein may ~~shall~~ be construed to prevent the department or a water management district from accepting a donation representing a portion of a larger project, provided that the donation covers the full cost of that portion and mitigation credit is given only for that portion. The department or water management district may deviate from the full cost requirements of this subparagraph to resolve a proceeding brought pursuant to chapter 70 or a claim for inverse condemnation. Nothing in this section may ~~shall~~ be construed to require the owner of a private mitigation bank, permitted under

s. 373.4136, to include the full cost of a mitigation credit in the price of the credit to a purchaser of said credit.

2. The department and each water management district shall report by March 1 of each year, as part of the consolidated annual report required by s. 373.036(7), all cash donations accepted under subparagraph 1. during the preceding water management district fiscal year for wetland mitigation purposes. The report must ~~shall~~ exclude those contributions pursuant to s. 373.4137. The report must ~~shall~~ include a description of the endorsed mitigation projects and, except for projects governed by s. 373.4135(6), must ~~shall~~ address, as applicable, success criteria, project implementation status and timeframe, monitoring, long-term management, provisions for preservation, and full cost accounting.

3. If the applicant is unable to meet water quality standards because existing ambient water quality does not meet standards, the governing board or the department must ~~shall~~ consider mitigation measures proposed by or acceptable to the applicant that cause net improvement of the water quality in the receiving body of water for those parameters which do not meet standards.

4. If mitigation requirements imposed by a local government for surface water and wetland impacts of an activity regulated under this part cannot be reconciled with mitigation requirements approved under a permit for the same activity issued under this part, including application of the uniform wetland mitigation assessment method adopted pursuant to subsection (18), the mitigation requirements for surface water and wetland impacts are ~~shall~~ be controlled by the permit issued under this part.

(c) Where activities for a single project regulated under this part occur in more than one local government jurisdiction, and where permit conditions or regulatory requirements are imposed by a local government for these activities which cannot be reconciled with those imposed by a permit under this part for the same activities, the permit conditions or regulatory requirements are ~~shall be~~ controlled by the permit issued under this part.

Section 24. Section 373.4142, Florida Statutes, is amended to read:

373.4142 Water quality within stormwater treatment systems.—State surface water quality standards applicable to waters of the state, as defined in s. 403.031 ~~s. 403.031(13)~~, do ~~shall~~ not apply within a stormwater management system which is designed, constructed, operated, and maintained for stormwater treatment in accordance with a valid permit or noticed exemption issued pursuant to chapter 62-25, Florida Administrative Code; a valid permit or exemption under s. 373.4145 within the Northwest Florida Water Management District; a valid permit issued on or subsequent to April 1, 1986, within the Suwannee River Water Management District or the St. Johns River Water Management District pursuant to this part; a valid permit issued on or subsequent to March 1, 1988, within the Southwest Florida Water Management District pursuant to this part; or a valid permit

issued on or subsequent to January 6, 1982, within the South Florida Water Management District pursuant to this part. Such inapplicability of state water quality standards shall be limited to that part of the stormwater management system located upstream of a manmade water control structure permitted, or approved under a noticed exemption, to retain or detain stormwater runoff in order to provide treatment of the stormwater. The additional use of such a stormwater management system for flood attenuation or irrigation does ~~shall~~ not divest the system of the benefits of this exemption. This section does ~~shall~~ not affect the authority of the department and water management districts to require reasonable assurance that the water quality within such stormwater management systems will not adversely impact public health, fish and wildlife, or adjacent waters.

Section 25. Paragraph (a) of subsection (1) of section 373.430, Florida Statutes, is amended to read:

373.430 Prohibitions, violation, penalty, intent.—

(1) It shall be a violation of this part, and it shall be prohibited for any person:

(a) To cause pollution, as defined in s. 403.031 ~~s. 403.031(7)~~, except as otherwise provided in this part, so as to harm or injure human health or welfare, animal, plant, or aquatic life or property.

Section 26. Paragraph (n) of subsection (2) of section 373.4592, Florida Statutes, is amended to read:

373.4592 Everglades improvement and management.—

(2) DEFINITIONS.—As used in this section:

(n) “Stormwater management program” shall have the meaning set forth in s. 403.031 ~~s. 403.031(15)~~.

Section 27. Paragraph (c) of subsection (1) of section 403.890, Florida Statutes, is amended to read:

403.890 Water Protection and Sustainability Program.—

(1) Revenues deposited into or appropriated to the Water Protection and Sustainability Program Trust Fund shall be distributed by the Department of Environmental Protection for the following purposes:

(c) The water quality improvement ~~wastewater~~ grant program as provided in s. 403.0673.

Section 28. Paragraph (b) of subsection (1) of section 403.892, Florida Statutes, is amended to read:

403.892 Incentives for the use of graywater technologies.—

(1) As used in this section, the term:

(b) “Graywater” has the same meaning as in s. 381.0065(2) ~~s. 381.0065(2)(f)~~.

Section 29. Paragraphs (c) and (d) of subsection (2) of section 403.9301, Florida Statutes, are amended to read:

403.9301 Wastewater services projections.—

(2) As used in this section, the term:

(c) “Treatment works” has the same meaning as provided in s. 403.031 ~~s. 403.031(11)~~.

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031 ~~s. 403.031(9)~~, or service to domestic wastewater treatment works.

Section 30. Paragraphs (b) and (c) of subsection (2) of section 403.9302, Florida Statutes, are amended to read:

403.9302 Stormwater management projections.—

(2) As used in this section, the term:

(b) “Stormwater management program” has the same meaning as provided in s. 403.031 ~~s. 403.031(15)~~.

(c) “Stormwater management system” has the same meaning as provided in s. 403.031 ~~s. 403.031(16)~~.

Section 31. For the purpose of incorporating the amendment made by this act to section 259.032, Florida Statutes, in a reference thereto, subsection (6) of section 259.045, Florida Statutes, is reenacted to read:

259.045 Purchase of lands in areas of critical state concern; recommendations by department and land authorities.—Within 45 days after the Administration Commission designates an area as an area of critical state concern under s. 380.05, and annually thereafter, the Department of Environmental Protection shall consider the recommendations of the state land planning agency pursuant to s. 380.05(1)(a) relating to purchase of lands within an area of critical state concern or lands outside an area of critical state concern that directly impact an area of critical state concern, which may include lands used to preserve and protect water supply, and shall make recommendations to the board with respect to the purchase of the fee or any lesser interest in any such lands that are:

(6) Lands used to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern if the acquisition of such lands fulfills a public purpose listed in s. 259.032(2) or if the parcel is wholly or partially, at the time of acquisition,

on one of the board's approved acquisition lists established pursuant to this chapter. For the purposes of this subsection, if a parcel is estimated to be worth \$500,000 or less and the director of the Division of State Lands finds that the cost of an outside appraisal is not justified, a comparable sales analysis, an appraisal prepared by the Division of State Lands, or other reasonably prudent procedures may be used by the Division of State Lands to estimate the value of the parcel, provided the public's interest is reasonably protected.

The department, a local government, a special district, or a land authority within an area of critical state concern may make recommendations with respect to additional purchases which were not included in the state land planning agency recommendations.

Section 32. The Legislature determines and declares that this act fulfills an important state interest.

Section 33. This act shall take effect July 1, 2023.

Approved by the Governor May 30, 2023.

Filed in Office Secretary of State May 30, 2023.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, Legal

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

This ordinance is up for discussion by the City Council.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

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

Detailed Budget Amendment Attached: No

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 render 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. Accordingly, this draft ordinance for discussion removes old language requiring licensing for cats and dogs and proposes that the written permission of neighboring owners be valid unless and until revoked, instead of automatically expiring annually. If new neighbors take possession, new written permission must be obtained. Furthermore, no roosters are permitted under this draft.

[Ord 1649.DRAFT Animal Control.v2.0cd.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, occupant, or the City Manager, at which point the owner shall have sixty (60) 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)~~(j) 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)~~(l) 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 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 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 ____ day of ____, 2024.

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of an agreement with CW Roberts Contracting, Inc. for the purchase of hot mix asphalt and paving materials for street and driveway repairs for various City departments at \$5.00 per gallon for tack coat, and \$95.00 and \$93.00 per ton, for types SP 9.5 and SP12.5 asphalt, respectively. These prices are for pickup at the supplier's plant with the City providing transport. Projected purchases for the upcoming 12-month period are estimated to be in a cumulative amount less than \$200,000.00.

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:

Public Safety
Transportation
Financial Health

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

Previously, services for the patching of asphalt pavement have been secured through a continuing contract with a third-party vendor. Although this approach has provided acceptable results, the small size of these repairs and rapid growth in the construction market has recently caused many contractors to abstain from submitting bids for this work. Current providers have elected not to renew existing contracts. This has resulted in unacceptable delays in getting pavement replaced in a timely manner. In order to meet this need, the City has developed an in-house paving program to provide for faster and more reliable pavement restoration. Paving and associated transport equipment have been purchased, and Public Works Staff have been appropriately trained. Work performed to date has been satisfactory and disturbed paved surfaces have been repaired more expeditiously.

Hot mix asphalt and tack coat materials are used for restoring paved streets and driveways. These materials are purchased and picked up at the asphalt batch plant by City Staff using trailer units which are heated to keep the materials warm during transport. Bid documents for annual recurring purchases were prepared by City Staff and advertised for, under City invitation to bid PCB24-31. As indicated in the attached bid tabulation, two bids were received with CW Roberts Contracting, Inc. submitting the lowest bid for all three specified materials. The initial term of the Agreement is for one year with up to two, additional one-year extensions upon mutual consent. Additionally, the Agreement provides for inflationary price adjustments to the unit prices in the bid.

Staff recommends approval.

[Res 24-149.CW Roberts Contracting.Purchase Hot Mix Materials.Utilities.pdf](#)
[Exh A.CW Roberts.Hot Mix Agreement.pdf](#)
[CW Roberts.Hot Mix Materials.Bid.pdf](#)
[PCB24-31 BID TABULATION FORM.pdf](#)

RESOLUTION NO. 24-149

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CW ROBERTS CONTRACTING, INC. FOR THE PURCHASE OF HOT MIX ASPHALT AND PAVING MATERIALS FOR STREET AND DRIVEWAY REPAIRS FOR VARIOUS CITY DEPARTMENTS AT SET UNIT PRICES.

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 CW Roberts Contracting, Inc. for the purchase of hot mix asphalt and paving materials for street and driveway repairs for various City departments at set unit prices as more fully set forth in the body of the Agreement **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 in regular session this _____ day of June, 2024

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettermer, Mayor

ATTEST:

Lynne Fasone, City Clerk

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

AGREEMENT

HOT MIX ASPHALT AND PAVING MATERIALS

THIS AGREEMENT for the purchase of HOT MIX ASPHALT AND PAVING MATERIALS is made and entered into this 27 day of June, 2024, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and CW Roberts Contracting, Inc. (Contractor or Vendor).

PREMISES**1. SCOPE OF WORK**

Contractor/Vendor will provide, asphalt and paving materials as ordered by the City of Panama City Beach, as more particularly described in the Specifications listed in Invitation to Bid number PCB24-31.

2. COMPENSATION

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

3. PAYMENT

Contractor/Vendor will invoice for payment to the City in accordance with the Contractor's standard business practices.. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or via email at ap@pcbfl.gov. Payment for invoices shall be made via ACH or Virtual Credit Card only. The City is not responsible for any convenience fees related to ACH or VCard payments.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with two (2) one-year optional renewals if mutually agreed upon by both parties.

5. PRICE ADJUSTMENTS

- A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in a contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.

- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.
- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

8. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- i. Prior to commencing any work, notwithstanding the provisions of any Notice of Award or Intent to Award issued by the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24 hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement may be assigned with the consent of the City Council.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

16. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

17. WAIVER

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City 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 and conditions of this Agreement.

18. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: (850) 233-5100

B. As to Contractor/Vendor:

Contract Representative: Jeremy Powell

Title/Position: Area Manager

Email Address: jpowell@cwrcontracting.com

Mailing Address: 4116 North Highway 231

Phone: (850) 785-4675

19. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids
 Information for Bidders
 Scope of Work/Specifications
 Bid Proposal Form
 Drug Free Work Place Statement
 Public Entity Crimes Statement
 Non-Collusion Affidavit
 E-Verify
 Terms and Conditions
 Notice of Award

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

Agreement
Exhibit A
Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

IN WITNESS WHEREOF, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: Ashley Bailey

(Print Name): Ashley Bailey

Witness 2: Carlin D'Arville

(Print Name): Carlin D'Arville

By: Jeremy Powell
Contractor/Vendor
Jeremy Powell, Area Manager

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

By: _____
Drew Whitman, City Manager

ATTEST:

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Martha Lee Hawkins / Ext 9406 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mhawkins@mcgriff.com														
INSURED C.W. Roberts Contracting, Inc. 1603 Bay Ave Panama City, FL 32405	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B :Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Arch Insurance Company	11150	INSURER B :Allied World National Assurance Company	10690	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: E535RE9Y

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ZAGLB9247602	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ 12,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZACAT9276802	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			03125099	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWCI9966602	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS; Panama City Beach, FL

City of Panama City Beach is Additional Insured on a primary and non-contributory basis under General Liability, Automobile Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of City of Panama City Beach with respect to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

CANCELLATION

City of Panama City Beach 17007 Panama City Beach Parkway Panama City Beach, FL 32413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff Insurance Services, LLC		INSURED C.W. Roberts Contracting, Inc.	
POLICY NUMBER		ISSUE DATE: 05/16/2024	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Contractor's Pollution Liability
 Carrier: Berkley Assurance Company, A+, XV, NAIC #39462
 Policy Number: PCADE-5023261-1023
 Effective: 10/01/2023 Expiration: 10/01/2024

Pollution Limit:

\$ 1,000,000 - Aggregate
 \$ 1,000,000 - Each Claim

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: May 28, 2024.

PCB24-31 ITB HOT MIX ASPHALT & PAVING MATERIALS

The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the product specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a firm, fixed pricing schedule for the periodic purchase of hot mix asphalt and paving materials as specified in **PCB24-31 ITB HOT MIX ASPHALT & PAVING MATERIALS** bid specifications. **Responsive bidders may propose prices on some or all of the requested materials. Product specification sheets must accompany this bid proposal form.**

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda has been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price per Ton</u>
1.	Hot Mix Asphalt – Type: SP 9.5	Ton	\$ <u>95.00</u>
2.	Hot Mix Asphalt – Type: SP 12.5	Ton	\$ <u>93.00</u>
3.	Tack Coat	Gallon	\$ <u>5.00</u>

* NOTE: OVERALL ESTIMATED QUANTITY OF ASPHALT IS 1,500 TONS PER YEAR. ACTUAL QUANTITIES PER CATEGORY ARE NOT DETERMINABLE.

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. Unit prices should reflect cost of specified material available at the bidder's production facility and any loading costs during normal business operating hours. City shall arrange and make payment for delivery.
3. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or a combination of bids which the City deems to be in its best interest.

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

4. In order to ensure the best interest of the City, the City reserves the right to award multiple contracts based upon either the lowest bid or a combination of bids for the procurement of the product.
5. Bid proposals shall be valid for a period of sixty (60) days from the date of bid opening.

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

C.W. Roberts Contracting, Inc.
Name of Business

Jeremy Powell
Name of Bidder

4116 North Hwy 231 Panama City, Florida 32404
Address

850-785-4675
Phone Number

jpowell@cwrcontracting.com
Email Address


Signature of Authorized Representative

May 28, 2024
Date

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH

PCB24-31 ITB HOT MIX ASPHALT AND PAVING MATERIALS

REQUIRED DOCUMENTS

CONFLICT OF INTEREST STATEMENT

Check one:

☒ To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check one:

☒ The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

☐ The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: C.W. Roberts Contracting, Inc.

SIGNATURE: 

NAME: Jeremy Powell

TITLE: Area Manager

DATE: May 28, 2024

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal.

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.287 FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify that employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

C.W. Roberts Contracting, Inc.

NAME OF COMPANY/FIRM


AUTHORIZED SIGNATURE

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor/Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor/Vendor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor/Vendor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor/Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
5. All employees hired by Contractor/Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor/Vendor may not be awarded a public contract for at least one year after the date on which this Contract was terminated.
8. The Contractor/Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF Florida
COUNTY OF Bay



Authorized Signature

Jeremy Powell

Printed Name

Area Manager

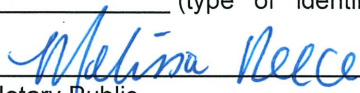
Title

C.W. Roberts Contracting, Inc.

Name of Entity/Corporation

The forgoing instrument was acknowledged before me by means of X physical presence or _____ online notarization on, this 28 day of May, 2024, by

Jeremy Powell (name of person whose signature is being notarized) as the
Area Manager (title) of C.W. Roberts Contracting, Inc. (name of
entity/corporation), personally know, or produced Personally known (type of identification)
as identification, and who did/did not take an oath.



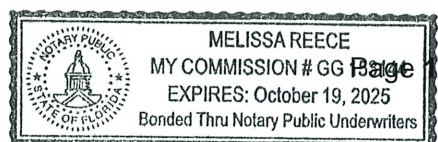
Notary Public

My Commission Expires: 10-19-2025
NOTARY SEAL ABOVE

Melissa Reece

Printed Name

E-Verify Form



Page 1 of 1

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Bay

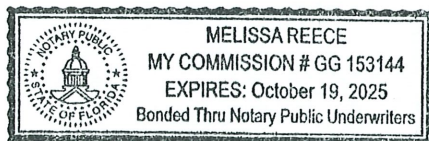
Jeremy Powell Bing, first duly sworn, deposes and says that
he/she is Area Manager of C.W. Roberts Contracting, Inc.

_____, the party making the forgoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract, and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.


Affiant

Sworn to and subscribed before me this 28 day of May, 20 24.


Notary Public



PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID.

1. This sworn statement is submitted to the City of Panama City Beach

by Jeremy Powell with C.W. Roberts Contracting, Inc.

for Bid No.: PCB24-31

whose business address is:

4116 North Hwy 231

Panama City, Florida 32404

and (if applicable) its Federal Employer Identification Number (FEIN) is

59-1683951

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, or any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287-133(1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in active management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [Indicate which statement applies.]

 X Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

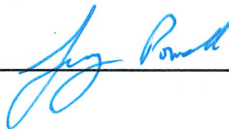
 The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

 The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287-133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order.]

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287-133(2)(a) of the Florida Statutes which read as follows:

"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 rely 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 Bidder, supplier, sub-Bidder, 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: 

Print Name: Jeremy Powell

Its: Area Manager

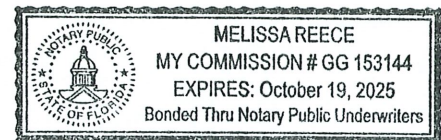
Sworn to and subscribed before me this 28 day of May, 2024.

Personally know X OR Produced Identification

Notary Public – State of Florida

My commission expires: 10-19-2025

Melissa Reece 
[printed, typed, or stamped Commissioned Name
Of Notary Public]



[END OF PUBLIC ENTITY CRIMES]



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB24-31 - ITB - HOT MIX ASPHALT AND PAVING MATERIALS
Tuesday, May 28, 2024
10:00AM

Opened at 10:00AM - Closed at 10:02AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON- COLLUSION	PUBLIC ENTITY CRIMES	REQUIREMENT	W9	ASPHALT Type: SP 9.5 Price Per Ton	ASPHALT Type: SP 12.5 Price Per Ton	TACK COAT Price Per Gallon	RESPONSIVE BID - Minimum Requirements Provided
1	Anderson Columbia	05/28/24 @ 9:19AM	DemandStar	X	X	X	X	X	X	X	X	\$ 120.00	\$ 115.00	\$ 5.00	X
2	CW Roberts Contracting	05/28/24 @ 9:27AM	Paper	X	X	X	X	X	X	X	X	\$ 95.00	\$ 93.00	\$ 5.00	X
3															
4															
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9															
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11															
12															

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of an agreement with Raftelis for a municipal impact fee study in an amount not-to-exceed \$70,000.00.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

Public Safety

Quality of Life

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

At the City Council meeting held on May 23, 2024, the Council directed Staff to move forward with updating the municipal services impact fees. The last Municipal Services Impact Fee Study was performed by Public Resources Management Group, Inc. ("PRMG") in 2018. In 2019, Raftelis Financial Consultants, Inc. ("Raftelis") acquired PRMG to enhance their resources in Florida and the Southeast. Staff requested a proposal from Raftelis to update the Municipal Impact Fee Study, which is attached for Council's consideration. The municipal services to be included as a part of the study are police, fire, library, and parks and recreation.

The scope of services to be provided is as follows:

- data acquisition and review
- service area forecast and functional population analysis
- review of level of service standards
- cost allocation
- design of impact fees
- impact fee comparison
- review of impact fee ordinance
- presentation of findings

The fee for the Study is an amount not-to-exceed \$70,000.00, which includes virtual meetings with City Staff as well as onsite presentations to the City Council. The work is expected to take up to 180 days to complete. A budget amendment for this work is attached since it was not included in the FY2024 budget.

Staff recommends approval of this agreement.

[Res 24-150.Raftelis.Municipal Impact Fee Study.pdf](#)

[Exh A.Raftelis.Municipal Impact Fee Agreement Proposal.06.10.2024.v2.pdf](#)

[Exh B.FY 2024 BA #31.pdf](#)

RESOLUTION NO. 24-150

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED \$70,000.00 FOR THE DEVELOPMENT OF A MUNICIPAL IMPACT FEE STUDY; AND AUTHORIZING A BUDGET AMENDMENT.

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 execute and deliver on behalf of the City that certain Agreement between the City and Raftelis Financial Consultants, Inc. for the development of a Municipal Impact Fee Study in an amount not to exceed Seventy Thousand Dollars and No Cents (\$70,000.00) 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 following budget amendment #31 is adopted for the City of Panama City Beach, Florida for the fiscal year beginning October 1, 2023, and ending September 30, 2024, as shown in and accordance with the **attached** and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of June, 2024

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

June 10, 2024

Holly White
Assistant City Manager
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

Subject: **Proposal to Provide a Municipal Impact Fee Study**

Dear Ms. White:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal in response to the City of Panama City Beach's (the "City") request for a proposal to provide consulting services associated with the development of a Municipal Impact Fee Study. The municipal services to be included as a part of this impact fee study will be police, fire, library, parks and recreation. We are committed to providing the City with the highest quality service and expertise to develop proposed fees for first time implementation.

SCOPE OF SERVICES

The detailed scope of services to be performed by Raftelis is included in Attachment A. Generally, we would project that a project of this type could be anticipated to be completed within one hundred and eighty (180) days from receipt of the authorization to proceed.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, I will serve as the Project Director and Shawn Ocasio will serve as the Project Manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment B.

COMPENSATION AND BILLING

Based on the scope of services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget of \$70,000 to provide consulting services associated with the performance of the Municipal Impact Fee Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the City based on the standard unit costs or reimbursement schedule as reflected on Attachment B. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members and any the other direct costs incurred that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue through December 31, 2024, or some other contract period as mutually agreed to between the City and Raftelis. It is anticipated that the project will be submitted to the City within 180 days after receiving the City's capital planning information and other statistical data

Ms. Holly While
City of Panama City Beach
June 10, 2024
Page 2

necessary to complete the study, which may depend on other, third party consultants not associated with this project team.

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment D, which is made a part of this proposal.

We appreciate your consideration and the opportunity to be of service to the City.

Very truly yours,

Raftelis Financial Consultants, Inc.

ACCEPTED BY:

City of Panama City Beach, Florida



Henry L. Thomas

Name

Vice President

Title

Title

June 10, 2024

Date

Date

ATTACHMENT A
CITY OF PANAMA CITY BEACH, FLORIDA
MUNICIPAL IMPACT FEE STUDY

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is related to the preparation of a Municipal Impact Fee Study. The scope of services shall be as follows:

1. Data Acquisition and Review – Raftelis will prepare a written data request outlining the necessary information that will need to be compiled by the City in order to complete the Municipal Impact Fee Study. The data requested will include, but not be limited to, the following: a) listing of all capital assets currently owned by the various departments; ii) listing of the various department's planned capital improvement projects; iii) population and development statistics; iv) service call information; v) listing of funded personnel positions; v) listing of park lands and open space currently in service; and vi) any other data and information considered necessary to adequately perform the study. Raftelis will attend one virtual project kickoff meeting with City staff to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the study.
2. Service Area Forecast and Functional Population Analysis – An evaluation of the current service area demographics and property uses as well as a forecast of the service area needs will be reviewed based on data made available to Raftelis. This task will include a review of service area demographics and property uses including any projections of service area population and new development by type of residential development (e.g., single-family and multi-family). Additionally, population projections and other service area demographics as contained in the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City; and other such information may be relied upon. The purpose of this task is to identify the future service area demands for service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. Additionally, an analysis to estimate future nonresidential growth and demand by land use will be developed. This analysis will require using data obtained from the Institute of Transportation Engineers (ITE) to develop factors to estimate nonresidential demands for services.
3. Review of Level of Service Standards – Based on available information, Raftelis will work with City staff to identify the level of service standards (LOS) for the various municipal services. This will include a review of existing population, parks related open space, currently funded police personnel positions, and other factors.
4. Cost Allocation – The capital costs associated with providing the various municipal services will be identified and allocated between existing and future properties where appropriate to support the overall determination of the fees. The allocation of such costs will be based on the service area demographics, level of service standards and development characteristics of the City and other factors as deemed appropriate by Raftelis and the City.
5. Design of Impact Fees – Raftelis will design the municipal impact fees based on the capital cost allocable to future growth and the level of service standards. Additionally, Raftelis will identify any external funding credits that should be recognized in developing the impact fees. During the development of the impact fee analysis, it has been assumed that Raftelis will attend two (2) virtual meetings with City staff to discuss the fee development and fee application methodology.

6. Impact Fee Comparison – A comparison of the proposed Municipal Service Impact Fees will be made with similar fees charged by other neighboring public jurisdictions.
7. Review of Impact Fee Ordinance – Raftelis will assist the City in reviewing the proposed impact fee ordinances as drafted by the City’s Attorney. The review of the ordinances may include issues such as the level of rates charged and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the proposed fees.
8. Presentation of Findings – A detailed report and briefing document will be prepared by Raftelis detailing the data relied upon in the development of the proposed municipal impact fees, the assumptions and analyses performed relative to the derivation of such fees, and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by City Staff prior to presentation to the City Council for adoption and implementation. This task will include attendance at two (2) public meetings to present the study results.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Municipal Service Impact Fee Initial Data Request;
- Municipal Service Impact Fee Comparisons with Other Jurisdictions;
- Briefing Document Section to Summarize Proposed Municipal Impact Fees; and
- Municipal Impact Fee Study Report.

MEETINGS

The following is a summary of the meetings included for the development of the scope of services herein.

Description	Client Meetings
Virtual Kick-Off and Data Review	1
Virtual Project Status Meetings with City Staff	2
Onsite Presentations to City Council	2
Total Assumed Number of Meetings	5

ADDITIONAL SERVICES

During the study, the City may request additional services from Raftelis. Examples of such additional services would include additional meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the rates and fees, providing litigation support services in the event of a challenge of the rates or fees, performance of impact fee negotiations and the preparation of developer agreements for the payment of such impact fees with potential large developments within the City limits, updating of fee calculations and briefing documents associated with inaccurate data provided by the City, requests for updated impact fee scenarios after substantial completion of the initial work, and other related issues not contemplated in the above scope of services. No additional services are contemplated at this time and such services will not be conducted until authorized by the City and as mutually agreed upon between the City and Raftelis.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$375.00
Vice President	\$340.00
Senior Manager	\$305.00
Manager	\$270.00
Senior Consultant	\$240.00
Consultant	\$210.00
Associate	\$175.00
Administrative	\$100.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT C

City of Panama City Beach, Florida

Cost Estimate for Municipal Impact Fee Study

Line No.	Activity	Vice President	Manager	Senior Consultant	Administrative	Totals
1	Project Billing Rates (\$/Hr.) [*]	\$340.00	\$270.00	\$240.00	\$100.00	
	Scope of Services					
2	Data Acquisition and Review	1	4	12	-	17
3	Virtual Project Kickoff Meeting x 1	1	1	1	-	3
4	Service Area Forecast and Functional Population Analysis	1	2	8	-	11
5	Review Level of Service Standards	1	4	16	-	21
6	Cost Allocation	2	12	24	-	38
7	Design Impact Fees	4	16	40	-	60
8	Impact Fee Comparison	-	1	8	-	9
9	Review Impact Fee Ordinance	1	4	3	-	8
	Presentation of Findings:					
10	Prepare Presentation Briefing Document and Report Section	2	8	24	8	42
11	Onsite Presentation of Findings and Recommendations x 2	16	16	-	-	32
12	Virtual Project Status Meetings x 2	2	4	4	-	10
13	Project Management	3	8	-	2	13
14	Total Project Hours	34	80	140	10	264
15	Total Direct Labor Cost - All Tasks	<u>\$ 11,560</u>	<u>\$ 21,600</u>	<u>\$ 33,600</u>	<u>\$ 1,000</u>	\$ 67,760
16	Average Hourly Billing Rate					\$256.67
	Allowance for Other Direct Costs					
17	Travel Expenses (2 Trips - Flights, Rental Vehicles, Hotels, Meals, Other)					\$ 2,160
18	Miscellaneous Expense Allowance (Delivery, Reproduction, etc.)					80
19	Total Allowance for Other Direct Costs					<u>\$ 2,240</u>
20	Total Estimated Project Cost					<u><u>\$ 70,000</u></u>

**RAFTELIS FINANCIAL CONSULTANTS, INC.
STANDARD TERMS AND CONDITIONS**

ATTACHMENT D

I. SCOPE

Raftelis Financial Consultants, Inc. (Raftelis) agrees to perform the professional consulting services described in the agreement (Work) that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within 30 days of receiving the invoice. Amounts paid after 30 days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client. Any opinions or recommendations are intended for the exclusive use of the Client and shall not be provided to any other party without the written consent of Raftelis. Any opinions or advice shall speak only as of the time it is provided to the Client and may not be valid after the passage of time.

~~**V. INDEMNIFICATION**~~

~~Raftelis agrees to indemnify, defend, and hold Client harmless from and against liability caused by the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.~~

~~Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability caused by the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.~~

VI. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any One Person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns

of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis

against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse. Nothing contained herein shall be deemed a transfer, assignment, or divestiture by Raftelis of its trade secrets, expertise, or intellectual property.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: (a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 90 days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be

**RAFTELIS FINANCIAL CONSULTANTS, INC.
STANDARD TERMS AND CONDITIONS**

ATTACHMENT D

compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. ~~ARBITRATION~~

~~All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.~~

~~This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.~~

~~Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.~~

XVIII. E-VERIFY REQUIRED

Raftelis and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Raftelis agrees and acknowledges that the Client is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Raftelis by entering into this Agreement with the Client, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees; (ii) during the year prior to making its submission or entering into this Agreement, no contract of Raftelis was terminated by a public employer in compliance with Section 448.095, Florida Statutes; and (iii) Raftelis is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Additionally, Raftelis shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor

must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into the Agreement and then annually on each anniversary of the Agreement's Effective Date. The Client's receipt of proof that Raftelis and each subcontractor performing through Raftelis are E-Verify system participants is a condition precedent to entering this Agreement. The submission of an executed affidavit, similar to the affidavit in Exhibit A, from the Raftelis and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement.

Notwithstanding any other provision herein, if the Client has a good faith belief that Raftelis or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. Raftelis shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement based on the failure of Raftelis or its subcontractors to comply with the E-Verify requirements referenced herein.

XIX. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

XX. PUBLIC RECORDS

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 31

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-2101-521.31-60	Professional Services-Other	76,000.00	17,500.00	93,500.00
TO	001-2201-522.31-60	Professional Services-Other	81,000.00	17,500.00	98,500.00
TO	001-7100-571.31-60	Professional Services-Other	2,100.00	17,500.00	19,600.00
TO	001-7201-572.31-60	Professional Services-Other	108,000.00	17,500.00	125,500.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	20,640,500.00	(70,000.00)	20,570,500.00
Check Adjustment Totals:			20,907,600.00	0.00	20,907,600.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

to appropriate funds for a Municipal Impact Fee Study

ROUTING FOR APPROVAL:

DEPT. HEAD _____	DATE _____
FINANCE DIR. _____	DATE _____
CM / ACM _____	DATE _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, Administration

2. MEETING DATE:

June 27, 2024

3. REQUESTED MOTION/ACTION:

Make appointment to the Panama City-Bay County Airport and Industrial District Board to fill seat becoming vacant on July 1, 2024.

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:

Economic Development

Financial Health

Transportation

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

Panama City-Bay County Airport and Industrial District Board - The appointment to this Board is entirely at the discretion of the City Council, and the appointment process is up to the Council as well. The Council has never set rules regarding the process to be used for Board appointments so may proceed in any manner it sees fit. At its June 13 meeting, the Council was deadlocked 2-2 on both the appointment of Mark Sheldon and that of Jason Morehouse to fill the Board seat. Because there was no majority vote, no appointment was made at that meeting. The Council voted unanimously to reopen the applications for another week and to reconsider the matter at this meeting.

Staff has attached a roster of applicants which includes those from the first advertisement who still desire to serve as well as applications received since the June 13 meeting. Additionally, the City's current appointee, Mark Sheldon, has indicated his desire and willingness to serve another term. Per recent City practice, sitting board members are not asked to resubmit an application.

[Airport Board Candidates.Packet Spreadsheet.06.20.2024.pdf](#)

[Clubbs Airport Board Application.pdf](#)

[Ron Pezley.Airport.Application and Bio.pdf](#)

[Santoro - Board Application Form \(signed\).pdf](#)

[Bill Caravello.APP BIO.pdf](#)

[Fletcher - ECP Airport Board Volunteer.pdf](#)

Airport Board - Updated 06/20/2024

Name	Application Received	Resume Received	Elector of Bay County
Christoper Clubbs	Yes	Yes	Yes
Ron Pezley	Yes	Yes	Yes
Christopher Santoro	Yes	Yes	Yes
Bill Caravello	Yes	Yes	Yes
Robert A. Fletcher	Yes	Yes	Yes

Mark Sheldon - Sitting board member expressed an interest in serving again.

Chuck Helmer	Yes	Yes	Withdrew.
Jason Morehouse	Yes	Yes	Withdrew.
Rex Reid	Yes	Yes	Withdrew.
Patricia Cook	No	Yes	Resume only received. Did not follow up with completed application.



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

**COMMITTEE VOLUNTEER
BOARD APPLICATION**

Name: Christopher Clubbs

Home Address: 1303 Connecticut Ave, Lynn Haven, FL 32444

Mailing Address, if different from home: _____

Home Phone: _____ Business Phone: 850-750-2000 Cell: 850-819-0136

How is it best to contact you during the day? cell, call or text

E-mail Address: cclubbs@clubbsrealestate.com Fax Number (if applicable) : _____

Business Name: Clubbs Real Estate Group, LLC

Business Address: 1103 Fortune Avenue, Panama City, FL 32401

Are you a registered voter in the City of Panama City Beach? Yes _____ No X _____

Do you hold an elected or appointed public office? Yes X _____ No _____
If yes, which one(s)? Lynn Haven Variance Committee

Do you currently serve on a City of Panama City Beach Board, Commission, or Committee?
Yes _____ No X _____

If yes, which one(s)? _____

Do you have any relatives employed or contracted by the City of Panama City Beach?
Yes _____ No X _____

If yes, please explain: _____

I have read and understand Florida Statutes, Section 112.313 (attached) setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve.


Signature of Applicant

05/14/2024
Date

Please return the completed application, along with a copy of your resume and/or Bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest.

Christopher G. Clubbs

Biography for Application to the **Panama City-Bay County Airport and Industrial District Board of Directors**

Christopher Clubbs is a fourth generation Bay County native who grew up in and around aviation. Chris was introduced to flying at a young age - working at Coastal Helicopters, Inc., a former PFN tenant and 40+ year international aviation business his family owns and operates. He advanced to a flight crew support position at their sister company, Coastal Air Service, Inc. and continued in this position throughout college. Chris earned his private pilot's license under esteemed flight instructor, Joe Romack, at the former Panama City PFN airfield and soloed there in 2008. He continued flying through the FSU Flying Club in Tallahassee where he double majored in Commercial Real Estate and Business Management. Now a professional commercial real estate broker and owner of Clubbs Real Estate Group, Chris has a passion for aviation and currently pilots multiple ECP based aircraft on a regular basis. His knowledge and years of experience in and around general aviation, aviation related business, property management, and commercial development all make Chris a great choice for the Northwest Florida Beaches International Airport's Board of Directors.



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**COMMITTEE VOLUNTEER
BOARD APPLICATION**

Name: Ronald Pezley

Home Address: 212 Laurel Oak Lane Panama City Beach, FL 32413

Mailing Address, if different from home: _____

Home Phone: _____ Business Phone: _____ Cell: 319-470-4121

How is it best to contact you during the day? Phone, text, or email

E-mail Address: pezleyrk@gmail.com Fax Number (if applicable) : _____

Business Name: N/A

Business Address: N/A

Are you a registered voter in the City of Panama City Beach? Yes X No _____

Do you hold an elected or appointed public office? Yes _____ No X

If yes, which one(s)? _____

Do you currently serve on a City of Panama City Beach Board, Commission, or Committee?

Yes _____ No X

If yes, which one(s)? _____

Do you have any relatives employed or contracted by the City of Panama City Beach?

Yes _____ No X

If yes, please explain: _____

I have read and understand Florida Statutes, Section 112.313 (attached) setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve.

Ron Pezley
Signature of Applicant

May 16, 2024
Date

Please return the completed application, along with a copy of your resume and/or Bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest.

Ronald Pezley

Panama City Beach has been my home for nearly 9 years. I am a retired Chemical engineer with demonstrated ability to lead and serve. Over the last several years I served on the Whisper Dunes HOA Board of Directors with the last couple of years as Board President. My skill set offers a unique combination of engineering mentality with warm people skills and a desire to serve.

During my engineering career with a major chemical company, I held many roles including engineering, leadership and management. Additional education during my career includes Capital and Project Management, Six Sigma / Lean, and Safety and Quality Management.

I am anxious to contribute my skills and experiences to Panama City Beach government.

Ron Pezley

212 Laurel Oak Lane

Panama City Beach, FL 32413

319-470-4121



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**COMMITTEE VOLUNTEER
BOARD APPLICATION**

Name: Christopher M. Santoro

Home Address: 4303 Schooner Ln. Lynn Haven, FL 32444

Mailing Address, if different from home: _____

Home Phone: _____ Business Phone: 850-283-1677 Cell: 803-351-2753

How is it best to contact you during the day? cell phone number or e-mail

E-mail Address: santoro1973@gmail.com Fax Number (if applicable) : _____

Business Name: _____

Business Address: _____

Are you a registered voter in the City of Panama City Beach? Yes _____ No X

Do you hold an elected or appointed public office? Yes _____ No X

If yes, which one(s)? _____

Do you currently serve on a City of Panama City Beach Board, Commission, or Committee?

Yes _____ No X

If yes, which one(s)? _____

Do you have any relatives employed or contracted by the City of Panama City Beach?

Yes _____ No X

If yes, please explain: _____

I have read and understand Florida Statutes, Section 112.313 (attached) setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve.

Christopher M. Santoro
Signature of Applicant

20 May 2024
Date

Please return the completed application, along with a copy of your resume and/or Bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest.

Christopher Matthew Santoro

santoro1973@gmail.com

4303 Schooner Ln.

Lynn Haven, FL 32444

803-351-2753

SENIOR EXECUTIVE SUMMARY

Accomplished Military Aviation Maintenance Professional with over 30 years of management and supervision experience within large and diverse organizations. Certified in Aviation Safety and Maintenance Quality Control Standards and Processes with a proven track record of success.

KEY PROFESSIONAL SKILLS

- Leadership/Management
- Process Improvement
- Goal Oriented
- Quality Control
- Communication
- Highly Organized
- Time Management
- Problem Solver
- Team Player

WORK EXPERIENCE

- Aircraft Maintenance Analyst ~ Tyndall AFB, FL 09/2021 - Present
- Maintenance Assessor ensured efficiency, management and compliance of 20 Subordinate organizations
 - Directorate exercise planner developed training scenarios to assess 60-person organizational effectiveness
 - Oversight of daily aircraft maintenance operations impacting \$10.5 Billion homeland defense mission
- Aircraft Maintenance Manager ~ Tyndall AFB, FL 09/2019 – 08/2021
- Maintenance Assessments Program Manager ensured effectiveness of 20 Subordinate organizations
 - Developed Quality Control checklists for 16 geographically separated units ensuring 100% compliance
 - Conduct crisis coordination with 6 federal agencies supporting Civil Authority's response and recovery
- Chief Enlisted Manager ~ Andrews AFB, MD 08/2016 - 09/2019
- Supervised a 50-person team executing the "No-Fail" mission safeguarding the National Capital Region.
 - Established Goal Oriented work center culture; awarded as both the 2017 & 2019 "Alert Organization of the Year"
 - Facility manager responsible for the upkeep, update and repairs of \$24 million Alert maintenance facility
- Shift Supervisor/Quality Assurance Inspector ~ Joint Base Langley-Eustis, VA / Ellington JRB, TX 09/2006 - 08/2016
- Managed operation of 57 person and six aircraft at a geographically separated unit valued at \$175 Million
 - Performed Quality Control audits on over 100 maintenance processes to ensure proper use of technical data
 - Ensured organizational safety compliance, validated USAF and OSHA instructions; 2012 "Annual Safety Award"
- Ramp Lead Agent/Safety Representative ~ Continental Express Airlines, Manchester, NH 12/1996 - 12/2003
- Managed operation of 8-person ground crew; parking, servicing, loading of commercial passenger aircraft
 - Ensured organizational safety compliance, updated FAA NOTAMS and aircraft operational guidance
 - Coordinated load plans with aircrew to ensure accuracy of daily flight passenger and baggage operations logs

EDUCATION & TRAINING

- MS Degree in Leadership, Trident University International, 2021
Graduated Summa Cum Laude
- BS Degree in Aeronautics with Minor in Aviation Safety, Embry Riddle Aeronautical University, 2017
Graduated Cum Laude
- AAS Degree in Aviation Maintenance Technology, Community College of the Air Force, 2011
- FAA Airframe and Powerplant License
- ANG Ground Safety Orientation Course with 10-hour OSHA certification
- USAF Quality Assurance Aircraft Inspector Course



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**COMMITTEE VOLUNTEER
BOARD APPLICATION**

Name: William CARAVELLO

Home Address: 407 DOLPHIN ST PCB, FL 32413

Mailing Address, if different from home: _____

Home Phone: _____ Business Phone: _____ Cell: (678) 697-2260

How is it best to contact you during the day? CELL

E-mail Address: SMTWTF5456@GMAIL.COM Fax Number (if applicable): _____

Business Name: _____

Business Address: _____

Are you a registered voter in the City of Panama City Beach? Yes X No _____

Do you hold an elected or appointed public office? Yes _____ No X

If yes, which one(s)? _____

Do you currently serve on a City of Panama City Beach Board, Commission, or Committee?

Yes _____ No X

If yes, which one(s)? _____

Do you have any relatives employed or contracted by the City of Panama City Beach?

Yes _____ No X

If yes, please explain: _____

I have read and understand Florida Statutes, Section 112.313 (attached) setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve.

William Caravella

Signature of Applicant

6-16-24

Date

Please return the completed application, along with a copy of your resume and/or Bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest.

William Caravello
407 Dolphin Street
Panama City Beach, FL 32413
Tel# (687) 697-2260
Email: smywtfs456@gmail.com

Work Experience:

Career aviation professional

Engine leasing consultant - 2006/2011

Delta Airlines, Technical Sales Manager - 1996/2005

Delta Air Lines, Purchasing Manager - 1991/1996

Pan American, various managerial positions – 1959/1991

Collaborated closely with cross-functional teams to streamline processes and optimize workflow efficiency.

Conducted market research and analysis to identify emerging trends and opportunities, providing valuable insights for strategic decision making.

Maintained accurate records and documentation, ensuring compliance with company policies and regulatory requirements.

Education:

Farmingdale Institute -Aircraft Powerplant

Flight Safety – Private Pilot's License

Professional Summary:

Cultivated strong business relationships with customers.

Administered daily operations to ensure policies were adhered to.

Managed a team of more than 100 employees to ensure operations were compliant with company policies.



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F: (850) 233-5108
www.pcbfl.gov

**COMMITTEE VOLUNTEER
BOARD APPLICATION**

Name: Robert A. Fletcher

Home Address: 105 Golf Drive, Panama City Beach, FL 32408

Mailing Address, if different from home: PO BOX 27387, Bay Point FL, 32411-7387

Home Phone: _____ Business Phone: _____ Cell: 720-438-5009

How is it best to contact you during the day? Phone, text, or email

E-mail Address: Bob@fletcher-aviation-consulting.com Fax Number (if applicable) : 888-505-1243

Business Name: Retired

Business Address: _____

Are you a registered voter in the City of Panama City Beach? Yes _____ No X

Are you a registered voter in the Bay County Florida? Yes X No _____

Do you hold an elected or appointed public office? Yes _____ No X

If yes, which one(s)? _____

Do you currently serve on a City of Panama City Beach Board, Commission, or Committee?

Yes _____ No X

If yes, which one(s)? _____

Do you have any relatives employed or contracted by the City of Panama City Beach?

Yes _____ No X

If yes, please explain: _____

I have read and understand Florida Statutes, Section 112.313 (attached) setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve.

Signature of Applicant

June, 19, 2024

Date

Please return the completed application, along with a copy of your resume and/or Bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest.

Summary

Mr. Fletcher has over 44 years of air traffic control, airport systems and procedures and management experience. Robert served 27 years with the Federal Aviation Administration (FAA) and held numerous executive leadership positions such as Regional Manager, Facility Manager, Operations Manager, and Operations Supervisor. Robert also worked as an Air Traffic Controller, Traffic Management Coordinator and Military Operations Specialist.

Mr. Fletcher has a unique breadth of experience and immense knowledge in the areas of aviation management, safety, systems, operations, procedures, resource management and human capital deployment.

Mr. Fletcher selfless leadership style, management, and broad aviation background coupled with integrity, reliability, passion for the community, excellent communication skills, collaborative team building skills, a strong work ethic, and a willingness to learn will benefit any team he has the pleasure of joining.

Work Experience

Retired – December 31, 2022
 Fletcher Aviation Consulting, President – 2009-2022
 UASpace, 2013-2022
 Manager, Denver Airport Traffic Control Tower (ATCT) 2006-2009
 Manager, Resource Management Branch, FAA, Western Terminal Operations
 Specialist, Resource Management Branch, FAA, Western Terminal Operations
 Operations Manager, Phoenix Terminal Radar Approach Control (TRACON)
 Operations Supervisor, Phoenix TRACON
 Certified Professional Controller, Phoenix TRACON
 Operations Supervisor, Denver Air Route Traffic Control Center (ARTCC)
 Certified Professional Controller, Area 3, Denver ARTCC
 Traffic Management, Coordinator
 Certified Professional Controller, Area 4, Denver ARTCC
 Military Operations Specialist, Denver ARTCC
 Certified Professional Controller, Area 5, Denver ARTCC
 Air Traffic Controller, United States Navy

Volunteer Experience

Bay Point Community Association, Director, 2024- continuing.
 Bay Point Infrastructure Committee, Member, 2023- continuing.
 Fairways Homeowners Association at Bay Point, President, 2022- continuing.
 Grande Surf Club Owners Association, Inc., Vice-president, 2015-2018
 AUVSI Rocky Mountain Chapter, Vice-president, 2014-2015
 Wild Heron Property Owners Association, Inc.,
 Committee Chair Governance, 2015-2017, Communications, 2015-2017
 Arapahoe County, Board of Adjustment, Chairperson 2013-2015
 Aurora Museum Foundation, Inc. Treasurer 2013-2015
 National Academy of Sciences 2010 - Present
 Travois Homeowners Association, Inc., President 2007-2014
 City of Longmont - Liquor Licensing Authority, Board Member, 1993-1995