



AGENDA  
COMBINED BOARD MEETING  
Bay County Tourist Development Council  
Panama City Beach Convention & Visitors Bureau, Inc.  
Panama City Beach

Tuesday, August 24, 2021

9:00 a.m.

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
  - A. Invocation
  - B. Pledge of Allegiance
  - C. Approve June 2021 minutes
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**
- IV. CONSENT AGENDA**
  - A. Approve the Mexico Beach CDC FY2022 Budget and Program of Work
  - B. Approve the Panama City CDC FY 2022 Budget and Program of Work
  - C. Acknowledge the June 2021 Tourist Development Tax Collections Report
  - D. Acknowledge the June 2021 Financial Statement
  - E. Approve Renewal of the Sustainable Beaches, LLC Consulting Services Agreement & Scope of Work for FY 2022
- V. ACTION ITEMS**
  - A. Discuss and consider for approval a recommendation to Bay County to execute Florida Department of Environment Protection Grant Agreement 22BA2, St. Andrews State Park Beach Restoration Project, Ms. Lisa Armbruster
  - B. Discuss and consider for approval a recommendation to Bay County to execute the Memo of Agreement with the USACE for Addition Sand Placement for St. Andrews Restoration Project, Ms. Lisa Armbruster
  - C. Discuss and consider for approval a recommendation to Bay County to execute the Combined Task Order and Notice to Proceed 001, CPE, Panama City Beaches Construction Management Support, Ms. Lisa Armbruster
  - D. Discuss and consider for approval a recommendation to Bay County to execute the Combined Task Order and Notice to Proceed 002, with MRD Associates, Panama City Beaches Renourishment Construction Phase Observation and Inspection Services. Ms. Lisa Armbruster
  - E. Discuss and consider for approval the FY 2022 Panama City Beach CVB Budget and Program of Work
  - F. Discuss and consider for approval the FY 2022 Panama City Beach Sports Park Budget and Business Plan
- VI. PRESIDENT'S REPORT**
- VII. CHAIRMAN'S REPORT**
- VIII. AUDIENCE PARTICIPATION**
- IX. ADJOURNMENT**

**MOTIONS PASSED AT THE COMBINED BOARD MEETING, Monday, June 14, 2021**

Approved May 2021 meeting minutes

**Mr. Griffiths/Mr. Patronis**

Approved Consent Agenda

- A. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoice 527952-RI-00636
- B. Acknowledge the FY 2020 CVB Audit
- C. Acknowledge the April 2021 Tourist Development Tax Collections Report

**Mr. Walsingham/Mr. Casto**

Approved Funding the Fall 2021 Sand Jam

**Mr. Walsingham/Mr. Wilkes**

COMBINED BOARD MEETING  
Bay County Tourist Development Council  
Panama City Beach Convention & Visitors Bureau, Inc.  
Panama City Beach

Monday, June 14, 2021

9:00 a.m.

Council Room, PCB City Hall

**Board Members Present:**

Phil Chester  
Phillip Griffiths, Jr.  
Paul Casto  
Buddy Wilkes  
Yonnie Patronis, Treasurer  
Clair Pease, Chairman (6 minutes late)  
Steve Bailey, Vice Chairman  
Gary Walsingham

**I. CALL MEETING TO ORDER**

Vice Chairman Steve Bailey called the meeting to order at 9:00 a.m.

**II. ROLL CALL**

Seven members present at the time of Roll Call. Mr. Phillips was absent.

Chairman Pease arrived at 9:06am

- A. Invocation  
Mr. Wilkes gave the Invocation.
- B. Pledge of Allegiance  
Mr. Bailey led the Pledge of Allegiance.
- C. Approve May 2021 Meeting Minutes

**Mr. Griffiths moved; seconded by Mr. Patronis to approve the Minutes.**

**Motion passed with unanimous vote from the seven board members present.**

**III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**

None

**IV. CONSENT AGENDA**

Mr. Rowe read the Consent Agenda into the record.

- A. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoice 527952-RI-00636
- B. Acknowledge the FY 2020 CVB Audit
- C. Acknowledge the April 2021 Tourist Development Tax Collections Report

**Mr. Walsingham moved; seconded by Mr. Casto to approve the consent agenda.**

**Motion passed with unanimous vote from the seven board members present.**

**V. DISCUSSION ITEMS**

- A. Discuss Gulf Coast Jam, Mr. Mark Sheldon, PCB Entertainment

Mr. Rowe reviewed the recap report that was sent to all board members. He stated that it was the first large scale event since Covid and was very well received. He stated that the funding of the Labor Day event will be funded being that they executed this event. Mr. Bailey discussed the event being a success. He said that many people from other states said they flew in just for this event. He also stated that it really showcased PCB as a destination. Mr. Sheldon played the recap video that highlighted the success of the Gulf Coast Jam.

He gave a presentation which reviewed all aspects of the event including the preparation, talent, marketing and PR.

After the presentation, Mr. Rowe asked to return to the President's Report.

**VI. PRESIDENT'S REPORT**

Mr. Rowe discussed going forward with funding of the Sand Jam in the fall 2021.

Mr. Wilkes stated he was concerned with Sand Jam being done in the fall verses in the spring as it designed to overcome some of the loss of spring break. Mr. Rowe stated that it's date in 2021 due to Covid. And that it's important in our recovery from economic losses due to the pandemic. He also stated that moving it to Frank Brown Park will be necessary due to the difficulty of having it on the sand.

Mr. Wilkes also stated that he was thinking that the cost of the sponsorship for Sand Jam could go toward the landscaping of our main road gateways. Mr. Rowe replied that he and staff have been meeting with a landscape architect for that project but that the timing may be delayed due to staffing problems as a result of the pandemic. Mr. Wilkes stated that he was concerned about the trash along the roadways. Mr. Griffiths said that the City and County work with the DOT about the trash. Mr. Walsingham stated that there once was a landscape ordinance from bridge to bridge. Mr. Griffiths asked for our current contractor to do some extra cleanup around our gateway areas. Mr. Rowe stated he would be meeting with local officials regarding roadside beautification by local entities such as keep PCB beautiful. Mr. Rowe stated he will get with the current contractor about doing more mowing and trash pickup.

Mr. Rowe asked to go back to the Gulf Coast Jam discussion item as Mr. Sheldon and associates had arrived.

Mr. Rowe continued his report by saying that he is meeting with local agencies regarding the staffing shortage in our area. Also, he stated that he is working with Bay EDA on their video to highlight everything our area has to offer.

He thanked staff for their hard work. He then asked the board to amend the Sand Jam agreement to continue marketing and sponsorship and move the event from the sand to Frank Brown park. This move will increase the size of the event and the safety of the crews and performers due to the instability of setting up on the sand. This will also allow the sponsorship and marketing plan to be included in the budget for FY2022.

**Mr. Walsingham moved; seconded by Mr. Wilkes to approve the funding for the Fall 2021 Sand Jam.**

**Motion passed with unanimous vote from the eight board members present. (Ms. Pease was present for this vote)**

Mr. Patronis stated the Mr. Rowe and his staff are most likely the best in the US in this industry.

Ms. Julie Gordon, Film Commissioner, spoke regarding the success of the filming event that occurred as well as Mr. Pender and Coastal Parasail for his assistance in that success.

**VII. CHAIRMAN'S REPORT**

None.

**VIII. AUDIENCE PARTICIPATION**

None.

**IX. ADJOURNMENT**

Respectfully submitted,  
Sharon Cook, Recording Secretary



**Mexico Beach Community Development Council, Inc.**  
**FY22 Budget**

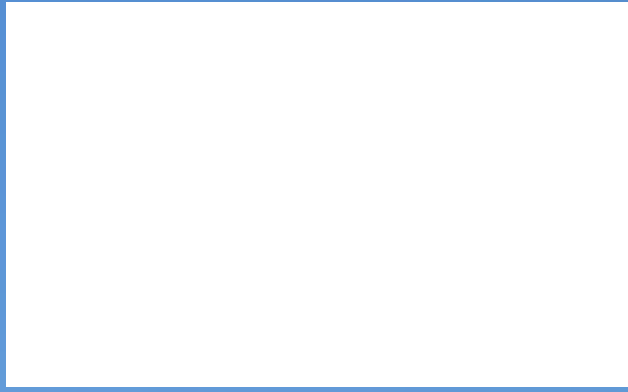


<b>Operating Revenues</b>		<b>Income</b>
4000	BOCC Contract Fund 126	\$321,694.00
4002	Contract Funds from Previous Year	\$75,000.00
4010	Miscellaneous/Promo Items	\$1,000.00
4030	Calendar Income	\$2,400.00
4035	Interest Income	\$100.00
<b>Total Income</b>		<b>\$400,194.00</b>
<b>Administrative Expenses</b>		<b>Budget</b>
6025	Director Cell Phone	\$1,648.00
6030	Director & Officer Insurance	\$1,320.00
6035	Office Supplies	\$2,500.00
6040	Office Equipment	\$3,000.00
6050	Dues & Subscriptions	\$5,000.00
6055	Shipping & Postage	\$3,000.00
<b>Advertising Expenses</b>		<b>Budget</b>
7020	Event Sponsorships	\$3,000.00
7025	Events by CDC	\$7,000.00
7030	Media Advertising	\$127,750.00
7035	Newsletter	\$30,000.00
7045	Visitor's Guide	\$3,000.00
7050	Calendar	\$4,650.00
7055	Photos & Video	\$2,500.00
7066	Promo Materials	\$1,000.00
7067	Website Development & Hosting	\$3,000.00
<b>Beach Project Expenses</b>		<b>Budget</b>
7080	Canal Dredging Assistance	\$15,000.00
7085	Beach Cleaning Assistance	\$6,000.00
7090	Tourist Related Park Operations	\$2,000.00
7095	Other Beach Maintenance Project	\$2,000.00
<b>Personnel Expenses</b>		<b>Budget</b>
6001	Employee Payroll	\$97,156.00
6007	Employee Insurance	\$31,000.00
6015	Payroll Taxes	\$6,500.00
<b>Professional Expenses</b>		<b>Budget</b>
7005	Accounting Services	\$2,400.00
7010	Audit Services	\$5,250.00
7015	Technology Services	\$500.00
7016	Legal Services	\$500.00
<b>Travel &amp; Convention Expenses</b>		<b>Budget</b>
7070	Travel Lodging	\$2,000.00
7071	Mileage	\$1,425.00
7075	Tradeshows/Conventions	\$3,000.00

Mexico Beach Community Development Council, Inc.  
FY22 Budget



Welcome Center Expenses		Budget
6060	Telephone/Internet	\$3,500.00
6065	Electricity	\$2,000.00
6070	Water Service (Culligan)	\$375.00
6075	Pest Control	\$220.00
6090	Tourist Development Office Rent	\$3,000.00
6095	Insurance-Welcome Center	\$2,000.00
7000	Capital Improvements	\$4,000.00
7001	Welcome Center Landscaping	\$9,500.00
8050	Miscellaneous Expenses	\$1,500.00
8060	Security	\$1,000.00
Total Expenditures		\$400,194.00



# FY 2022 PROGRAM OF WORK





# Overview

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The Mexico Beach Community Development Council, a 501(c)(6) nonprofit corporation, is the official marketing organization for the Mexico Beach, Florida and is an extension of the Bay County Tourist Development Council. The Bay County Tourist Development Council has oversight of the destination marketing activities for the cities of Mexico Beach, Panama City, and Panama City Beach, but those activities are performed by a separate 501 (c)(6) nonprofit corporation.

Mexico Beach Community Development Council (MBCDC) is primarily funded by the tourist development tax that is paid by visitors for overnight lodging stays in the Mexico Beach taxing area. The MBCDC operates on the 5% tax to fund the efforts of destination marketing, beach nourishment, and other tourist development activities. Additional funding may be obtained from private sectors by cooperative marketing opportunities and revenues generated through events and tournaments.

The MBCDC continues to utilize the best resources available to promote and market Mexico Beach as a vacation destination for everyone. Recognizing the attraction of our white sandy beaches and pristine waters has provided one of the many driving factors of the marketing focus and efforts as set by the Program of Work. This Program of Work will serve as an outlined that will guide the MBCDC marketing efforts for FY2022. The MBCDC will strive to strengthen visitor's experience and enhance visitation to the destination. These components will be focused in the following areas and are outlined below.

- **Marketing**
- **Visitor Services**
- **Operations**
- **Special Events**
- **Community Support**



# Marketing

Marketing Mexico Beach is one of the primary directives to ensure economic growth and development for the tourism industry in Mexico Beach. During FY22 the MBCDC will reinforce key tools and strategies that will allow the established marketing brand to enhance its reach and derive new visitation to Mexico Beach that generates in overnight lodging in the area. Our brand, *The Unforgettable Coast*, will continue to be utilized and enhanced for marketing and public relations campaigns.

## Platforms and Strategies

- Website:
  - o [www.MexicoBeach.com](http://www.MexicoBeach.com), the official website, continues to be the end point for all media driven marketing. The website continues to receive updates and user-friendly components that allow visitors to navigate between pages and ensures that visitors are successful in discovering all their answers on the website.
  - o Following Google Alerts for any news coverage on Mexico Beach will be utilized to ensure proper messaging is generated.
  - o Improving and enhancing the website will serve as constant necessity so that the destination is appealing and inviting to new visitors that discover the site from any online marketing or social media channels.
  - o The deployment of the e-newsletters to our growing database is a continual area of strength that we will enhance and utilize.
- Social Media:
  - o Maintain and enrich the “The Unforgettable Coast” brand as it ensures audience support for the destination.
  - o Continue to cultivate relations and engage with followers on posts and inviting them to learn more about visiting the destination.
  - o Staying current on the newest features that are unveiled by social media platforms will be key to engaging and speaking with past, present, and potential visitors. Enrolling in continued educational webinars and conferences will be key to ensuring this knowledge.
- Traditional Media:
  - o Television, print, and/or radio marketing will highlight the destination’s unforgettable experiences and direct viewers to engage and learn more about Mexico Beach by directing them to our website. The use of the “Unforgettable Coast” branding will be depicted in any traditional media.





# Visitor Services

Visitor Services is the face of the Mexico Beach Welcome Center. Ensuring staff is properly trained on the knowledge of the tourism industry and its functions within Mexico Beach, and surrounding areas, is imperative. Staff serves an important role for visitors inquiring about the destination or to those who have arrived and are inquiring more details to make their vacation unforgettable. The Mexico Beach Welcome Center, located at 102 Canal Parkway, continues to serve as the official Welcome Center for Mexico Beach.

## Overview

- Maintain the standards of excellence deemed by the Board of Directors for professionalism in the work area.
- Assist visitors with any needs, questions, recommendations on Mexico Beach and their vacation.
- Communicate with tourism partner to ensure the most up-to-date information is available on hand, online, and in any MBCDC printed brochures.
- Serve as brand representatives when out in the community during office hours as well as any MBCDC sponsored event after hours.
- Participate in any hospitality workshops or classes as offered by Visit Florida, or any other hospitality industry, to advance the educational knowledge about the industry and how it will relate to Mexico Beach.
- Attend industry tradeshow and conferences to further educational growth and employ these lessons to enhance the destination to returning and future visitors.



# Operations

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The MBCDC takes its responsibilities for managing and expending the tourist development tax funds very seriously. Formal practices, policies and procedures are implemented to ensure checks and balances are in place for proper management. Administrative staff will work within outlined objectives and personal procedures. The Board of Directors will maintain adequate personnel policies and procedures with which to govern and direct staff of their job duties and responsibilities.

## Operation Objectives

- Regularly communicate with members of the Board of Directors on issues related to the operations of the MBCDC.
- Follow established standards for accounting, financial management, human resources, record creation and retention.
- Review the approved policies and procedures to ensure they are appropriately framed for staff to maintain and perform their operational duties. If revisions, clarifications, or additions are needed, engage Board of Directors to facilitate the changes.
- Coordinate with staff to collaborate effectively with utilize funding in an appropriate and beneficial manner.
- Work with Bay County TDC to ensure budgets and practices are maintained and expenditures are within the parameters established by the MBCDC and TDC Board of Directors
- Communicate policies and procedures with staff to ensure understanding and compliance is being achieved.
- Coordinate with all third-party entities, including but not limited to accountant, auditor, or attorney to confirm all requirements are being met.



## Special Event

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Special events have the ability to bring visitors to the destination throughout the year. Outside of peak spring and summer seasons, a strong emphasis is placed on events to create a drive to Mexico Beach during the fall and winter seasons. The MBCDC is vested in signature events that are conducted during non-peak times. These events are held during times when visitation and overnight lodging is minimal. The focus behind these events is to garnish additional overnight lodging when seasonal rates are comparable and modest for those seeking beach events and getaways.

### Event Overview and Support

- The MBCDC Board of Directors will award marketing sponsorships to area organizations that request financial support. Those seeking support will be required to complete an official sponsorship packet prior to the event and adhere to guidelines withing the sponsorship requirements.
- The MBCDC will continue the management and hosting of its signature events as funds and venue space permit.
- The MBCDC will offer in-kind promotional support to events in and around Mexico Beach that are directed towards visitation and overnight lodging in Mexico Beach. Such promotional support shall include, but not limited to, event listed on the MBCDC's website calendar of events, e-newsletter, social media posts and blog posts.
- Maintain relationships with existing events to collaboratively strengthen and enhance the event experience for visitors with marketing efforts as deemed appropriate by the MBCDC.
- Cultivate new relationships with outside organizations to host events that drive interest for Mexico Beach as a tourist destination.





# Community Support

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The preservation and enhancement of areas including the shoreline, waterways, and parks are an important part in enhancing the visitor's experience in Mexico Beach. Additionally, the MBCDC provides support, which is limited by State statute, to the City of Mexico Beach for these areas. The MBCDC recognizes that the beaches, shoreline, and canal are a driving force in the enticement to visitors to the destination.

## Overview

- The MBCDC will continue to work with Sustainable Beaches, LLC to seek out and secure funding, both state and federal, to implement a full beach restoration project.
- The MBCDC will continue to work alongside the City of Mexico Beach to develop and execute methods to restore and enhance both the shoreline and canal areas as funding and statute permits.
- The MBCDC will aid to either the City of Mexico Beach or an approved third-party entity by providing financial assistance to the ongoing beautification services of the beaches and canal as the MBCDC is financially able and as outlined by Chapter 125.0104 Florida Statutes for Tourist Development Tax.
- The MBCDC will offer educational literature to businesses and vacation rentals on the awareness of the Leave No Trace guidelines and other beach reminders.
- Continue to partner with Visit Panama City Beach on the "Stay It Forward" campaign that invites interested organization and groups to plant native vegetation along the shorelines in Mexico Beach, allowing for new and continued growth and development.



## Budget Expenditures

ACCOUNT	Actual FY17	Actual FY18	Actual FY19	Proposed FY20	FY20 YTD	Proposed FY21	Proposed FY22	% Change
51200 - Regular Salaries	172,814.92	184,389.26	171,076.99	171,038.00	107,210.82	157,356.00	227,792.00	45%
513000 - Other Salaries & Wages	15,334.00	628.05	13,774.89	0.00	0.00	15,000.00	0.00	-100%
51400 - Overtime	735.00	601.30	144.00	0.00	0.00	0.00	0.00	0%
51500 - Special Pay	11,000.00	9,835.00	14,759.93	6,000.00	11,431.95	6,000.00	6,000.00	0%
52100 - FICA	14,730.99	14,905.50	15,428.26	13,189.00	9,072.40	12,505.27	17,417.00	39%
52200 - Retirement Contributions	10,480.98	15,703.14	15,593.14	16,404.00	11,797.59	16,185.60	22,079.00	36%
52207 - Health Insurance	25,892.62	29,093.47	30,553.61	22,000.00	11,495.68	19,712.16	33,000.00	67%
52208 - Dental Insurance	1,084.70	952.58	901.80	750.00	327.32	561.12	1,125.00	100%
52300 - Life Insurance	550.58	550.88	542.80	500.00	312.66	617.76	750.00	21%
52400 - Workers Comp	1,259.00	53.00	568.00	1,250.00	557.00	1,250.00	1,875.00	50%
52500 - Unemployment Insurance	1,252.66	652.59	40.87	2,000.00	225.66	1,000.00	1,000.00	0%
53100 - Professional Services	10,674.45	1,900.00	0.00	20,000.00	3,579.80	20,000.00	8,000.00	-60%
53200 - Accounting & Auditing	5,220.00	10,258.00	10,940.20	23,500.00	9,100.00	23,500.00	21,000.00	-11%
53400 - Other Contractual	32,485.88	36,265.83	6,185.28	6,000.00	9,000.00	1,000.00	8,000.00	700%
53401 - Other Contractual Promotion	0.00	101,600.00	50,886.19	102,500.00	78,759.63	128,850.00	165,470.00	28%
54000 - Travel Per Diem Staff	14,799.72	18,919.21	6,468.62	25,000.00	1,733.26	10,000.00	25,000.00	150%
54001 - Travel Per Diem Non-Staff	4,724.80	5,769.77	667.52	5,000.00	2,997.54	0.00	5,000.00	0%
54100 - Communications	6,956.02	8,762.20	7,682.92	7,500.00	4,573.90	7,800.00	12,000.00	54%
54200 - Postage & Freight	11,343.48	16,178.34	142.61	25,000.00	225.93	5,000.00	15,000.00	200%
54300 - Utility	5,515.75	6,311.31	3,613.93	5,000.00	1,487.76	5,500.00	10,200.00	85%
54400 - Rentals & Leases	33,478.32	33,264.49	33,361.97	25,000.00	12,177.76	20,000.00	6,360.00	-68%
54500 - Insurance	7,791.27	9,536.14	8,334.42	10,000.00	494.00	10,000.00	20,000.00	100%
54600 - Repair & Maintenance	4,886.62	7,673.82	53,072.17	6,000.00	0.00	5,000.00	17,000.00	240%
54700 - Printing & Binding	43,330.98	43,783.18	8,625.71	30,000.00	5,001.27	10,000.00	25,000.00	150%
54800 - Promotional Activities	1,567,099.15	756,226.13	425,051.09	300,000.00	205,239.93	580,349.00	750,000.00	29%
54900 - Other Current Charges	2,312.35	21,742.72	5,568.32	20,000.00	7,407.63	20,000.00	15,000.00	-25%
55100 - Office Supplies	268.17	748.10	639.93	1,000.00	494.70	1,000.00	1,000.00	0%
55200 - Operating Supplies	8,593.07	10,770.87	7,373.35	12,000.00	4,353.56	12,000.00	20,000.00	67%
55400 - Books, Pubs, Memberships	16,317.31	22,466.95	19,596.55	30,000.00	1,197.22	24,650.00	25,000.00	1%
55500 - Training	245.00	2,303.50	753.00	6,000.00	2,020.33	2,500.00	7,500.00	200%
55900 - Depreciation	532.50	532.50	532.50	0.00	0.00	0.00	0.00	0%
56200 - Buildings & Land	0.00	0.00	0.00	0.00	0.00	1,241,812.00	0.00	-100%
56400 - Machinery & Equipment	0.00	0.00	0.00	3,000.00	0.00	0.00	5,000.00	0%
55700 - Operational Reserve for Contingen	0.00	0.00	0.00	3,869.00	0.00	13,703.09	327,432.00	2289%
<b>Total Expenses</b>	<b>2,031,710.29</b>	<b>1,372,377.83</b>	<b>912,880.57</b>	<b>899,500.00</b>	<b>502,275.30</b>	<b>2,372,852.00</b>	<b>1,800,000.00</b>	

## BUDGET REVENUE

	FY17	FY18	FY19	FY20	FY21	FY22
Tourism Revenue	1,255,000.00	1,407,000.00	1,482,000.00	799,500.00	1,071,040.00	1,434,281.00
Penalties			3,000.00		3,000.00	
Interest			10,600.00		10,600.00	
Cash Carry Forward	800,000.00	190,000.00	663,300.00	100,000.00	1,288,212.00	365,719.00
	<b>2,055,000.00</b>	<b>1,597,000.00</b>	<b>2,158,900.00</b>	<b>899,500.00</b>	<b>2,372,852.00</b>	<b>1,800,000.00</b>



# FY 22 PROGRAM OF WORK





## Overview

Created in 2014, Destination Panama City (PCCDC) is the official destination marketing organization for the City of Panama City. Performing promotion and marketing activities pursuant to Florida Statute 125.0104 and under the oversight of the Bay County Tourist Development Council, Destination Panama City's mission is to promote and advertise in the City of Panama City both nationally and internationally.

Destination Panama City (PCCDC) is primarily funded by a 5% tax tourist development tax collected within the Panama City Tourist Development Tax District paid by overnight visitors and remitted by the taxing area hotels and short term rental properties. Additional funding is generated annually through cooperative marketing opportunities, grants, and event revenue.

Still recovering from Hurricane Michael (2018), just over 80% of the hotels and 75% of the short term rental properties within the taxing area have reopened. Due to the significant loss of essential tourism related infrastructure (Marina Civic Center, Martin Theatre, Panama City Marina, and St. Andrews Marina) the focus of FY21 Program of Work was "Placemaking". Over the past year, great headway has been made in collectively re-imagining, reinventing, and strengthening the connection between people and places. With the emerging entrepreneur partners in the historic districts and along the tourism corridor, Panama City is truly the place "Where Life Sets Sail".

The FY22 Program of Work will continue on the path of Placemaking and the opportunities for adventure in and around Panama City. While COVID-19 devastated many tourism destinations around the world, Panama City remains uniquely positioned to thrive economically because of the pure abundance of nature we have in Northwest Florida and the positions taken at the State level in regards to the pandemic. As the City of Panama City has not regained much of the major tourism infrastructure, the efforts will be focused primarily on continuing to build upon and strengthen the identity of the community.

- Marketing / Media / Public Relations Plan — A comprehensive strategic marketing plan complete with proposed media to solidify a strong brand identity, placemaking to strengthen the connection between people and the places they share, increased local collaborations to support the evolution of the city as it rebuilds, and promote year round tourism for Destination Panama City setting the stage for long-term growth.
- Visitor Information Services — Operate and maintain an attractive Visitors Information Center. Aid guests with inquiries and provide both current and historical information about the destination. Construction of the new multi-purpose Visitors Center was completed in July 2021 and is already welcoming new visitors and hosting special events.
- Special Events Grant Sponsorship Program — Provide inter-agency liaison assistance, event management guidance, review and monitor event planning, scheduling, and advertising activities, and ensuring proposed events meet the brand standards desired by the destination. Determining and recommending financial assistance for targeted market advertisement for the purposes of enhancing the guest experience and attracting new guests.



## Marketing / Media Plan / Public Relations

In 2015, the Panama City Tourism Development & Economic Opportunity Study was accepted as the guiding document for all tourism and economic development initiatives. The FY22 budget recognizes the need for updated research to ensure the proper steps are being taken to keep Panama City a highly desired tourist destination. The FY22 Marketing Plan's goal continues to be: attracting new audiences to Panama City and Bay County on a year-round basis by showcasing Panama City's rich cultural heritage to travelers seeking enrichment and outdoor adventure in a scenic waterfront setting. Destination Panama City will also continue to be an advocate in the local community to influence product development consistent with the brand.

A comprehensive and complimentary marketing, public relations, event promotion, hospitality partner education, and visitor's information services program has been established to attract a targeted demographic of visitors to the City of Panama City. In FY22, Destination Panama City will be promoting a new locals guide campaign, the new Visitors Center, enhancing cultural and adventure bookings, pursuing ecotourism initiatives such as the creation of an Inshore Artificial Reef, and embracing opportunities to collaborate with local and national influencers as well as corporate partnerships.

Staff will continue to work ongoing campaigns and initiatives to:

- Establish Panama City as a leisure destination of regional and national importance.
- Establish Panama City as a water sports destination of national and international importance.
- Establish Panama City as a destination fueled by a creative economy with opportunities for creative engagement.
- Establish Panama City as a destination for small groups, meetings and events.
- Establish Panama City as an affordable destination for youth, collegiate, and adult sporting events, capitalizing on existing community assets like Tommy Oliver Stadium and other local athletic areas.

Utilization of Owned Media: The plan for owned media includes 1) Claiming our position in the market, 2) Constant relevant communication to engage and attract followers, 3) Lead generation.

- Website: In FY20, the new [DestinationPanamaCity.com](https://www.DestinationPanamaCity.com) website was launched. The new website is ADA compliant, includes a BayCam for live viewing and the capability of going Facebook Live remotely, expanded ecotourism information for local and regional trails, and the new digital Visitors Guide available for download. In FY22, enhancements to the website will continue with partner collaborations, additional BayCams, and virtual tours of some favorite local spots.
- Social Media: The Destination Panama City social media channels continue to grow in popularity and reach. FY22 will continue the popular campaign for "Panama City Sunsets". These campaigns will focus on the natural beauty, history, and culture of our area through the use of locals that have themselves earned substantial social media platforms. New social platforms like TikTok and Instagram Reels will also be included in the social media catalogue for the destination.

Leveraging Earned Media: The plan for earned media includes 1) Increasing the distribution lists for press releases, 2) Scheduled and opportunistic press releases to stay top of mind with media partners, 3) Increase engagement on media partners platforms to encourage future collaborations.

Public Relations efforts will focus on: 1) Creation of a new Media Kit, 2) Creation of a local Influencer Program to leverage marketing dollars and embrace the relatable voice of our community in support of the "Let Our Locals be your Guide" programming, 3) Collaborate with Community Partners to source media assets.





## Target Audiences

WHERE: Marketing efforts will focus primarily on the Southeast US Drive Market due to the 2020 Covid-19 pandemic. The target markets will be re-evaluated as the fiscal year progresses to ensure that the Destination Panama City brand is top of mind when travelers regain confidence in their safety when traveling longer distances.

WHO: The commonalities of our target audiences are their interests in History, Outdoor Adventure, Culinary, Arts & Culture

Primary Audience: 45+, college-educated, married, empty nesters, household income \$100k+

Secondary Audience: 30-44, college-educated, married, household income \$100k+, may or may not be traveling with children

WHEN: Most significant marketing activity will be purposed in elevating Spring & Fall visitation. Summer (peak season) will see less paid marketing spend and more organic content to maintain engagement.

## Placements

Until room night inventory exceeds 2000 (pre-hurricane count), media placements will remain heavily on digital and social media platforms.

With a small budget the ability to be flexible in scheduling and messaging is paramount. Current room night count is just over 1700)

- Google
- Madden
- Adara

Print media will be limited to local market partnerships - Bay County Chamber & Panama City Beach Chamber relocation guides, etc.

Paid Social Media will be used to leverage press releases, local events, and scheduled campaigns.

## Research

Research is needed to identify baseline visitor profile data, conversion analysis, cultural heritage tourism analysis, and ecotourism analysis. These activities are funding dependent and were scheduled to take place in the third quarter of FY21 when a mid-year review of revenue and expenses can be made. Staff re-evaluated the current Covid-19 climate and determined FY22 to be a better representation of the true Panama City visitor.

## Partner Engagement

Sustaining partner relationships will be continued by: 1) Partner Engagement Meetings, 2) Expanded Co-Op Marketing Opportunities, 2) Tourism Appreciation Month Summit, 4) Sponsorship of local events that enhance "placemaking", 5) Serve as liaison for festivals, events, lodging partners, 6) Continued Advocacy for product development consistent with the community brand, 7) Continue to support regional marketing throughout Northwest Florida.

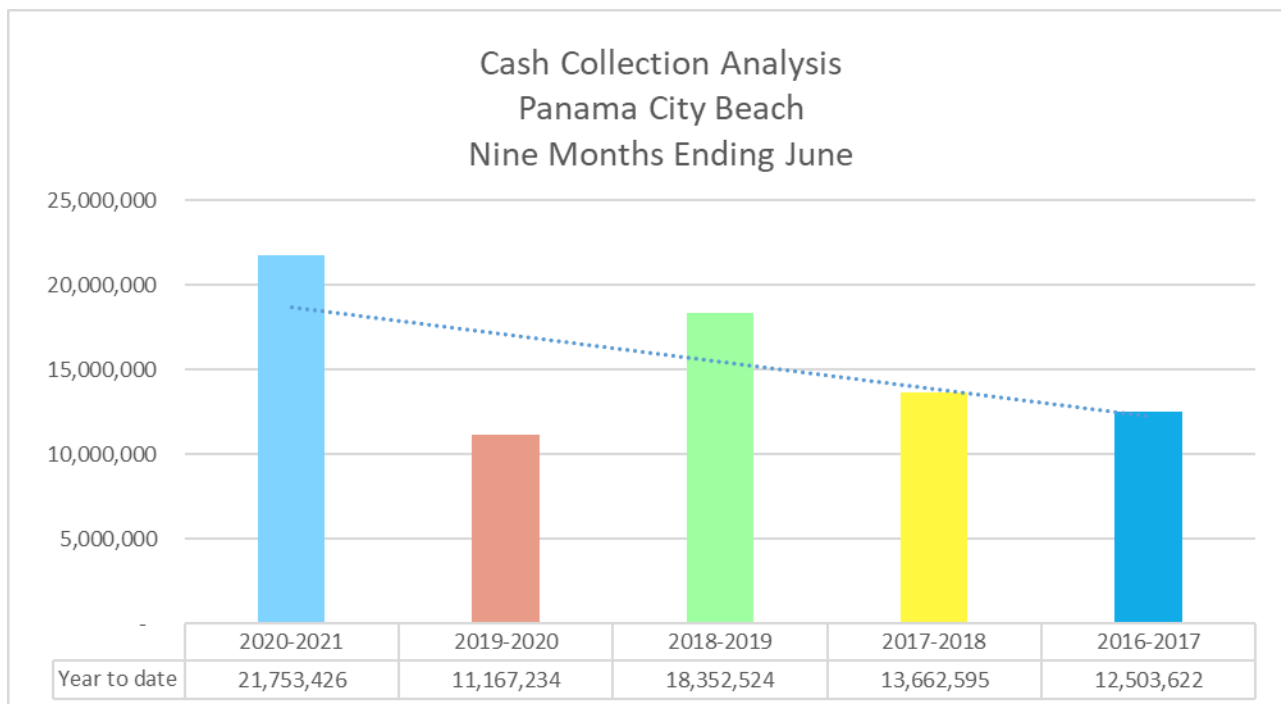
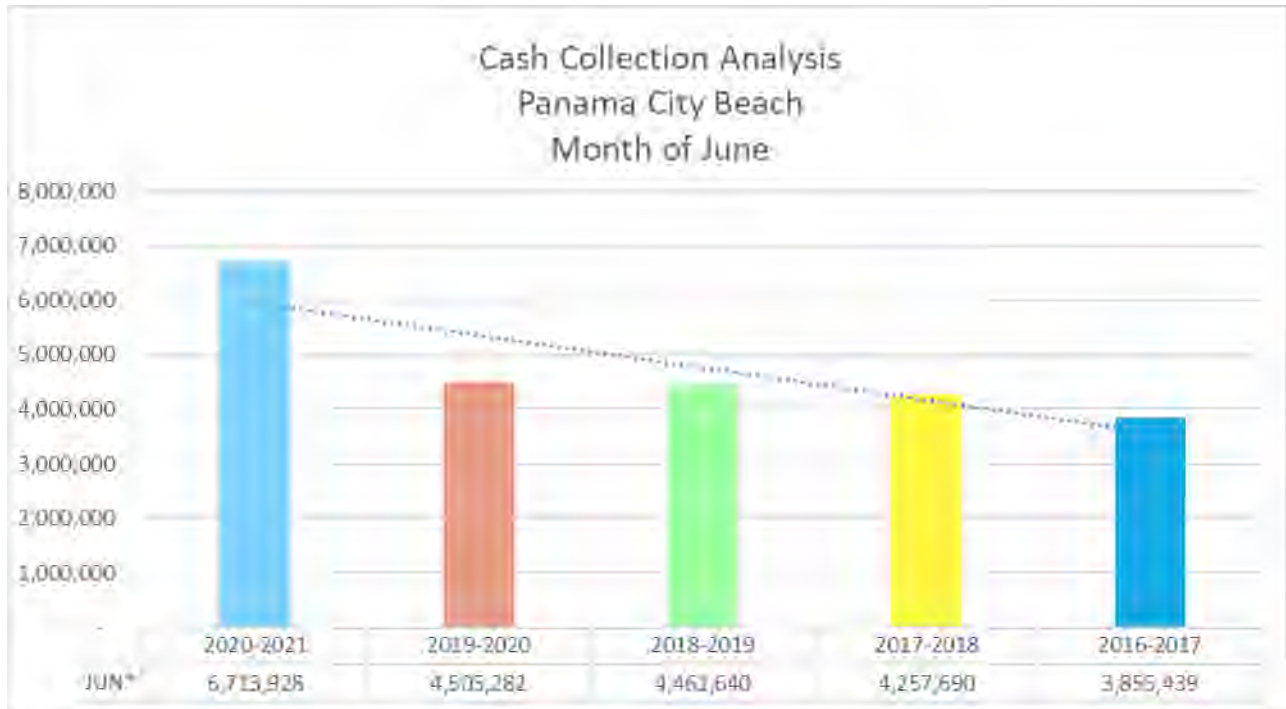


## Goals

- Develop & Manage a Group Travel program to better position Panama City as a contender for youth and adult sports with the existing assets in Panama City. (Tommy Oliver Stadium, St Andrews Bay, etc.)
- Develop a Sales & Meetings PDF Planning Guide for planners to utilize while looking to host their next event in Panama City, Florida.
- Create partnerships to better manage content on travel sites.
- Exceed 100 million media impressions through earned media.
- Exceed 75k social media followers across all channels.
- Increase partner participation in TDC sponsored programs, co-ops, and meetings.
- Expand our Closed Partner Facebook Group to more broadly communicate messaging, opportunities and crisis information.
- Increase events in Panama City through sponsorships, advocacy, assistance both paid and in-kind to develop Panama City as a year round destination.
- Complete the construction of the new near shore artificial reef and / or living shoreline project.



## Tourist Development Tax, Bay County, Florida



Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

Express Delivery: 840 w 11th St Suite #3000, Panama City, Florida 32401

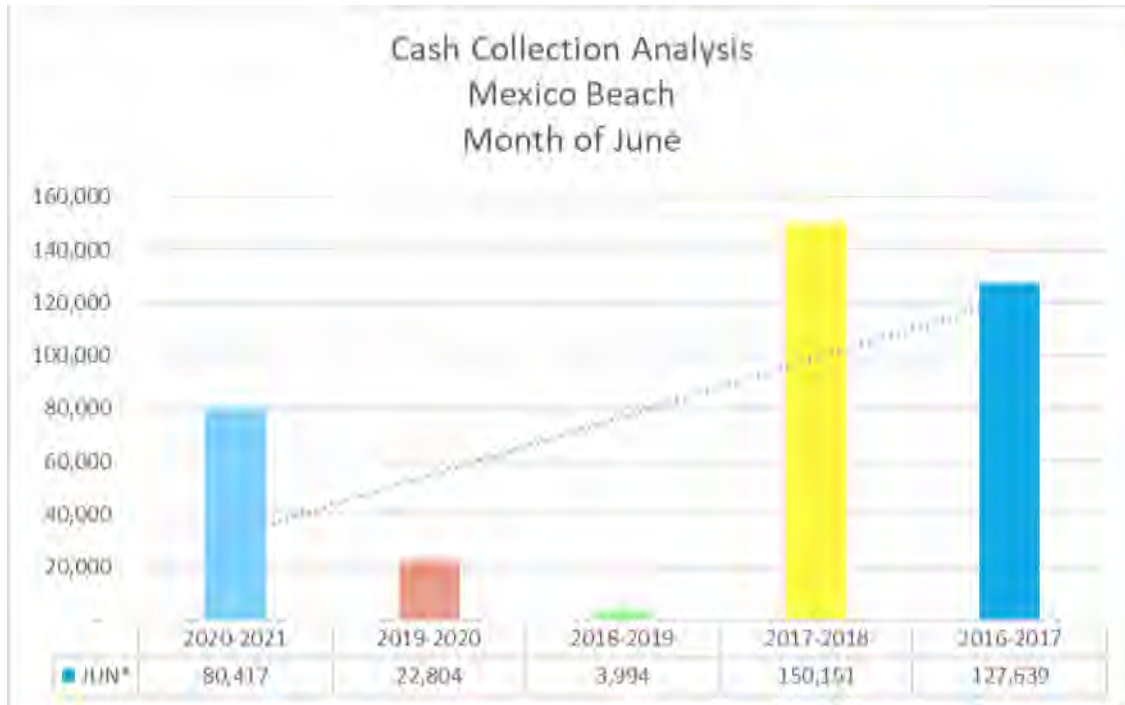
Phone: (850) 747-5226 Fax: (850) 747-5212

Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: [TDC@BayCoClerk.com](mailto:TDC@BayCoClerk.com)





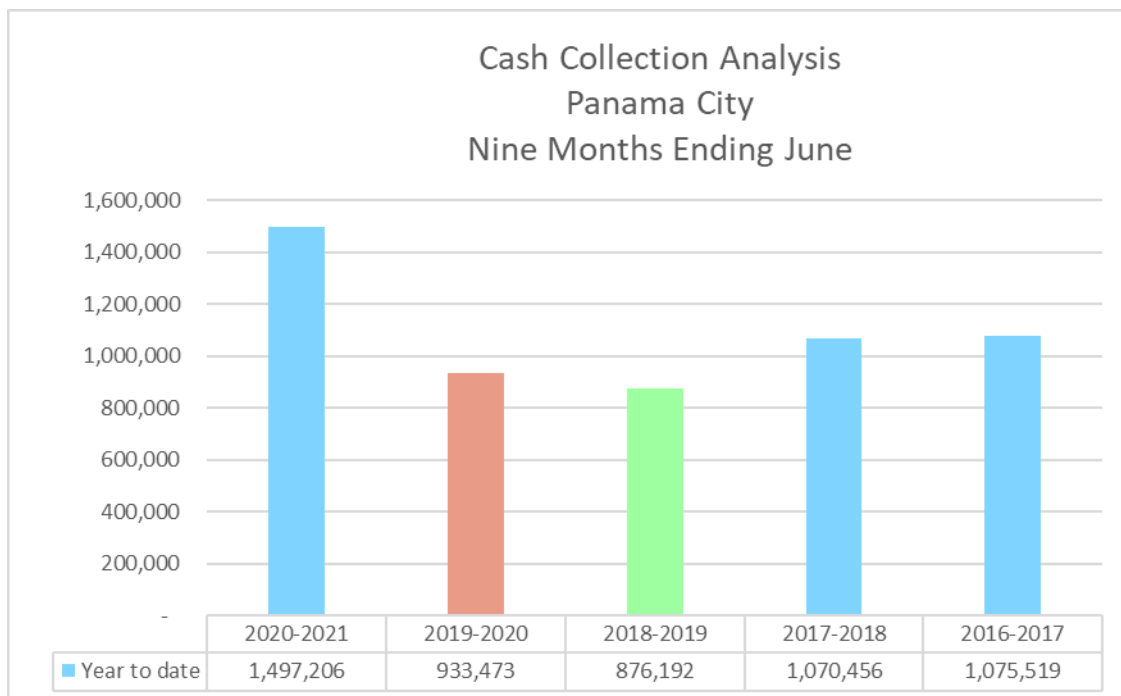
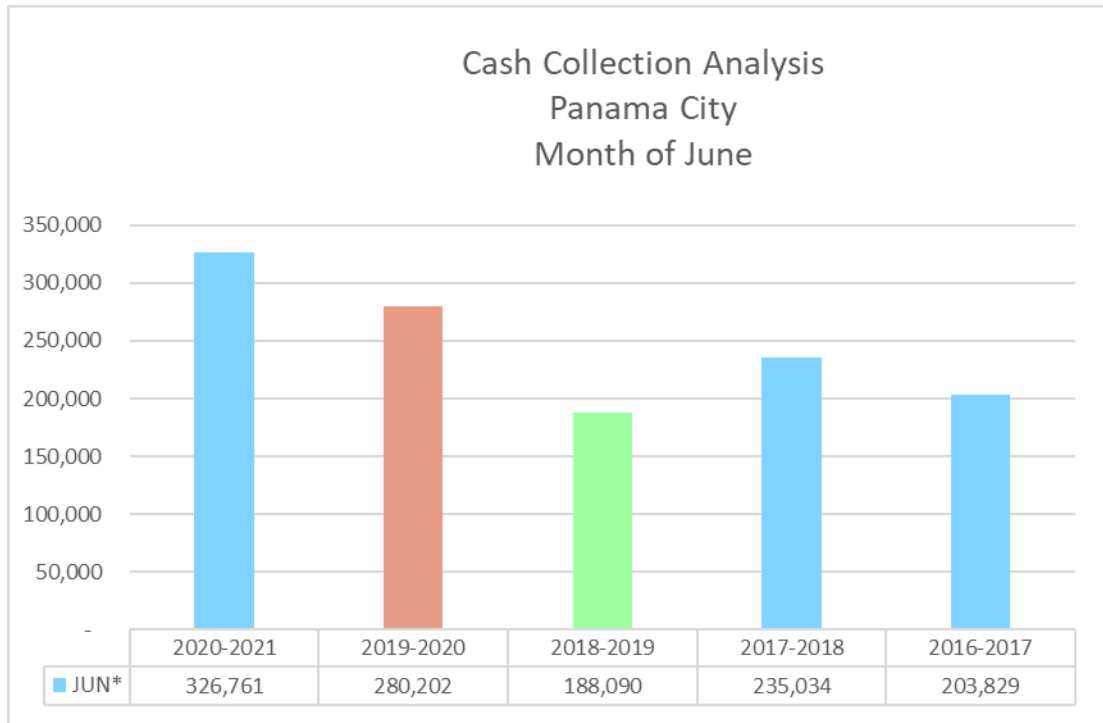
## Tourist Development Tax, Bay County, Florida



Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402  
Express Delivery: 840 w 11th St Suite #3000, Panama City, Florida 32401  
Phone: (850) 747-5226 Fax: (850) 747-5212  
Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: [TDC@BayCoClerk.com](mailto:TDC@BayCoClerk.com)



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**PANAMA CITY BEACH CONVENTION & VISITORS BUREAU, INC.**

**PANAMA CITY BEACH, FLORIDA**

**FINANCIAL STATEMENTS**

**FOR THE THREE MONTHS AND NINE MONTHS ENDED JUNE 30, 2021**

**PANAMA CITY BEACH CONVENTION & VISITORS BUREAU, INC.**  
**PANAMA CITY BEACH, FLORIDA**  
**FINANCIAL STATEMENTS**  
**FOR THE THREE MONTHS AND NINE MONTHS ENDED JUNE 30, 2021**

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## INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Panama City Beach Convention & Visitors Bureau, Inc.  
Panama City Beach, Florida

Management is responsible for the accompanying financial statements of Panama City Beach Convention & Visitors Bureau, Inc. (a corporation), which comprise the statement of financial position as of June 30, 2020 and the related statements of activities for the month and nine months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying budget information of Panama City Beach Convention & Visitors Bureau, Inc. for the year ending September 30, 2020, that is presented in comparison with the statement of activities has not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on it.

The accompanying supplementary information (Schedule of Activities – Budget Comparison and Schedule of Activities – Budget Comparison – Sports Park Department) is presented for purposes of additional analysis and is not a required party of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America for financial statements and the summaries of significant assumptions and accounting policies required under established guidelines for presentation of prospective financial information (budget). If the omitted disclosures and statement of cash flows were included in the financial statements, and the omitted summaries were included in the budgeted information, they might influence the user's conclusions about the Bureau's financial position, results of operations, and budgeted revenues and expenses. Accordingly, the accompanying presentation is not designed for those who are not informed about such matters.

*Tipton, Marler, Garner & Chastain*

Panama City, Florida  
August 4, 2021

501 West 19th Street  
Panama City, Florida 32405  
(850) 769-9491 ■ Fax: (850) 785-9590  
[www.cpagroup.com](http://www.cpagroup.com)

600 Grand Panama Blvd., Suite 360  
Panama City Beach, Florida 32407  
(850) 233-1360 ■ Fax: (850) 233-1941  
[www.cpagroup.com](http://www.cpagroup.com)

Panama City Beach Convention Visitors Bureau  
Statement of Financial Position  
As of June 30, 2021

	<u>Total</u>
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101801 Cash - Operating Account	304,914.01
101905 Trustmark Bank	3,900,298.82
10100 Trustmark Operating - SP	177,972.88
10400 Trustmark Advance Deposits - SP	19,317.64
10600 Petty Cash - SP	200.00
10700 Vault Safe Cash - SP	15,000.00
Total Bank Accounts	<u>\$ 4,417,703.35</u>
Accounts Receivable	
11000 Accounts Receivable - SP	26,681.00
110000 Accounts Receivable (A/R)	132,886.22
Total Accounts Receivable	<u>\$ 159,567.22</u>
Other Current Assets	
12200 Food & Beverage Inventory - SP	13,366.15
155000 Other Current Assets	(275.55)
155100 Prepaid Expenses	116,667.00
Total Other Current Assets	<u>\$ 129,757.60</u>
Total Current Assets	<u>\$ 4,707,028.17</u>
Fixed Assets	
166901 Equipment	45,000.68
167901 Boat	95,000.00
170000 Accumulated Depreciation	(36,237.08)
Total Fixed Assets	<u>\$ 103,763.60</u>
Other Assets	
180000 Deferred Outflows-OPEB	3,310.00
Total Other Assets	<u>\$ 3,310.00</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 4,814,101.77</u></u>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable - SP	22,711.39
201000 Accounts Payable (A/P)	319,246.27
Total Accounts Payable	<u>\$ 341,957.66</u>
Other Current Liabilities	
Credit Cards -SP	2,235.22
210100 Accrued Vacation	174,912.10
Sales Tax Payable - SP	14,959.90

Panama City Beach Convention Visitors Bureau  
Statement of Financial Position  
As of June 30, 2021

	<u>Total</u>
217000 Payroll Liabilities	
217210 Employee Flexible Spend Acct	(2,310.21)
217220 Payroll Liabilities - HSA	580.00
Total 217000 Payroll Liabilities	<u>\$ (1,730.21)</u>
27000 Deferred Revenue - SP	<u>\$ 15,300.00</u>
223100 Deferred Revenue	116,667.00
Total Other Current Liabilities	<u>\$ 131,967.00</u>
Total Current Liabilities	<u>\$ 664,301.67</u>
Long-Term Liabilities	
29700 Working Capital Adv From County	250,000.00
224000 OPEB Obligation	96,606.00
224001 Deferred Inflows - OPEB	151,918.00
Total Long-Term Liabilities	<u>\$ 498,524.00</u>
Total Liabilities	<u>\$ 1,162,825.67</u>
Net Assets	
Without Donor Restrictions	3,091,480.17
Net Income(Loss)	559,795.93
Total Net Assets	<u>\$ 3,651,276.10</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 4,814,101.77</u></u>

Panama City Beach Convention Visitors Bureau  
Statement of Activities  
For the Three Months and Nine Months Ending June 30, 2021

	Quarter	YTD
Income		
347200 Contract Revenue - Sports Park	375,474.65	1,210,911.25
Total Contract Revenue - Sports Park	375,474.65	1,210,911.25
312000 County Contract Revenue		
312110 Bay County TDC Contract	3,965,403.72	7,813,174.32
312120 Fund 127 Revenues	150,000.00	150,000.00
Total 312000 County Contract Revenue	\$ 4,115,403.72	\$ 7,963,174.32
330000 Other Funding		
336910 Grants	0.00	103,241.00
338100 Film Commission BCC	30,000.00	30,000.00
Total 330000 Other Funding	\$ 30,000.00	\$ 133,241.00
340000 Service Fee and Event income		
345910 Co-Op	10,600.00	20,177.50
345915 Visitor Guide	0.00	42,617.36
345920 Fees from Web Site	1,659.48	2,719.82
345941 Event Income	123,255.20	123,505.20
345945 Fam Tour Income	0.00	1,870.00
345950 Corp & Event Sponsorship Income	38,000.00	80,500.00
345955 Corp & Event Sponsor In-kind	0.00	1,412.64
Total 340000 Service Fee and Event income	\$ 173,514.68	\$ 272,802.52
41995 Interest Income - Sports Park	\$ 223.81	516.33
361100 Interest Income	1,543.34	4,685.68
361150 Gain on sale of Stock	0.00	1,067.50
41910 Other Revenues Adv/Sponsorship	5,082.93	5,082.93
369000 Miscellaneous Income	314,689.13	74.13
49005 PPP Forgiveness - Sports Park	86,587.00	86,587.00
Total Income	\$ 5,102,519.26	\$ 9,678,142.66
50000 Cost of Goods Sold - Sports Park	\$ 155,973.36	\$ 344,110.95
Gross Profit	\$ 4,946,545.90	\$ 9,334,031.71
Expenses		
600000 Operations		
601200 Salaries	357,307.05	1,010,407.60
602100 Payroll Taxes	23,694.21	69,694.70
602200 401k Program	6,703.74	28,125.60
602300 Insurance Employees	51,939.78	179,747.94
602400 Workers Compensation	4,004.00	4,004.00
603101 Professional Services	2,899.20	6,044.34
603105 Legal Services	11,813.51	42,862.12
603201 Accounting Services	1,793.00	3,293.00



Panama City Beach Convention Visitors Bureau  
Statement of Activities  
For the Three Months and Nine Months Ending June 30, 2021

	Quarter	YTD
603202 Annual Audit	0.00	19,925.00
603230 Film Commission	11,250.00	33,750.00
604010 Meetings, Seminars & Travel	4,342.94	7,407.39
604020 Mileage Reimbursement	1,174.17	2,870.30
604030 Auto Allowance	2,000.00	5,000.00
604101 Communication	804.91	2,285.23
604201 Postage & Freight	18,136.10	52,159.88
604501 Insurance-Bus, D&O, Work Comp	452.00	4,250.00
604810 Promotional Items	18,373.40	37,050.61
604820 Repairs and Maintenance	10,057.85	16,192.56
604870 Surveys & Research	36,840.00	195,498.54
604920 Community/Employee Relations	806.86	4,992.31
604990 Miscellaneous Admin Expense	662.13	1,201.41
605101 Office Supplies	1,499.29	8,370.31
605215 Uniforms	210.15	210.15
605402 Dues & Subscriptions	24,568.56	82,735.95
605510 Training & Development	1,100.63	1,250.63
Total 600000 Operations	\$ 592,433.48	\$ 1,819,329.57
610000 Marketing		
613100 Agency Retainer	93,870.00	250,320.00
613105 Advertising Incidental	667.94	675.94
613430 Advertising	1,265,160.67	2,040,060.78
613432 Advertising Co-Op Sp Events	1,125,014.97	837,943.98
613435 Advertising-Co op	23,739.56	23,739.56
613450 Advertising Production	273,106.56	468,246.57
614010 Meeting/Seminars/Travel	4,367.77	6,110.36
614520 Interactive Marketing	106,588.25	372,496.62
614701 Printing Cost	6,550.51	8,618.15
614820 Public Relations	90,201.50	244,806.68
614825 Public Relations-Int'l	0.00	1,694.43
614870 Familiarization Tours Inbound	142.68	3,162.70
614990 Mktng- Misc	0.00	30.24
615402 Dues & Subscriptions	637.99	3,666.85
Total 610000 Marketing	\$ 2,990,048.40	\$ 4,261,572.86
620000 Sales		
623460 Citywide Convention Expenses	33,850.83	41,135.86
624001 Tradeshows	47,170.00	95,321.09
624010 Travel & Entertainment	6,856.17	9,315.58
624825 International	0.00	1,694.43
624850 Sponsorships	195.00	3,195.00
624870 Familiarization Tours-Inbound	17,842.87	27,129.31
625402 Dues & Subscriptions	2,945.00	29,513.74
626401 Tradeshow Displays	0.00	322.50
Total 620000 Sales	\$ 108,859.87	\$ 207,627.51
630000 Special Events		
634850 Sponsorships	50,000.00	740,000.00
634905 Festivals & Events	185,189.14	217,160.99
634908 Festivals & Events In-kind	0.00	1,412.64
636401 Equipment	164.60	3,300.22
Total 630000 Special Events	\$ 235,353.74	\$ 961,873.85

Panama City Beach Convention Visitors Bureau  
Statement of Activities  
For the Three Months and Nine Months Ending June 30, 2021

	Quarter	YTD
640000 Visitor Services		
644010 Travel	23.00	23.00
644905 Visitor Services Events	0.00	14,438.98
644920 Community Relations	0.00	586.47
645201 Visitor Center Supplies	0.00	11,892.01
Total 640000 Visitor Services	\$ 23.00	\$ 26,940.46
660000 Sports Marketing		
664001 Travel/Tradeshows	474.40	474.40
664010 Meetings/Seminar/Travel	556.70	556.70
664402 Facility Usage	1,288.17	36,163.65
664850 Sponsorships	2,517.35	34,517.35
664860 Sporting Bid Fees	41,500.00	224,754.32
664870 Familiarization Tours	3,641.33	4,226.85
665402 Dues & Subscriptions	1,411.00	4,962.00
Total 660000 Sports Marketing	\$ 51,388.95	\$ 305,655.27
670000 Beach Renourishment		
673498 Beach Management Contract Labor	30,000.00	80,000.00
674990 Miscellaneous	0.00	(314,615.00)
675402 Dues & Subscriptions	0.00	500.00
Total 670000 Beach Renourishment	\$ 30,000.00	\$ (234,115.00)
680000 Community Support		
683405 Development	5,575.00	33,448.00
Total 680000 Community Support	\$ 5,575.00	\$ 33,448.00
690000 Tourism Development		
693450 Visit PCB Magazine-Production	0.00	40,770.00
693466 Chasin The Sun TV	73,982.69	393,473.66
694101 Communication	0.00	1,300.00
694610 Repairs and Maintenance	0.00	5,000.00
694701 Visit PCB Magazine-Printing	0.00	64,749.19
694800 Sports Park Expenses	0.00	49,888.60
694820 Mktng & PR PC and MB	9,000.00	24,000.00
695465 Planning & Development	1,450.02	3,625.06
Total 690000 Tourism Development	\$ 84,432.71	\$ 582,806.51
60000 Sports Park Department		
60000 Advertising/Marketing	\$ 3,948.82	\$ 7,885.78
60400 Bank & Other Service Charges	\$ 5,060.05	\$ 9,649.05
62000 General & Administrative	\$ 7,592.07	\$ 17,225.57
63300 Insurance	\$ 0.00	\$ 19,450.67
64000 Supplies & Services	\$ 5,222.15	\$ 13,368.09
65000 Contract Labor	\$ 142,222.15	\$ 440,985.64
66000 Other Payroll Expenses	\$ 3,146.38	\$ 9,090.99
67200 Repairs & Maintenance	\$ 41,404.23	\$ 137,711.60
68600 Utilities	\$ 63,916.53	\$ 153,729.36
Total 60000 Sports Park Department	\$ 272,512.38	\$ 809,096.75
Total Expenses	\$ 4,370,627.53	\$ 8,774,235.78
Net Income(Loss)	\$ 575,918.37	\$ 559,795.93

Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Nine Months Ending June 30, 2021

	YTD	Budget	Variance
Income			
347200 Contract Revenue - Sports Park	745,263.70	1,095,716.00	(350,452.30)
Total 347200 Contract Revenue -Sports Park	745,263.70	1,095,716.00	(350,452.30)
312000 County Contract Revenue			
312110 Bay County TDC Contract	7,813,174.32	12,397,450.00	(4,584,275.68)
312120 Fund 127 Revenues	150,000.00	150,000.00	-
312210 Excess collections prior year	0.00	1,492,105.00	(1,492,105.00)
312220 CVB Unrestricted Cash	0.00	2,975,196.00	(2,975,196.00)
Total 312000 County Contract Revenue	\$ 7,963,174.32	\$ 17,014,751.00	(9,051,576.68)
330000 Other Funding			
336910 Grants	103,241.00	65,000.00	38,241.00
338100 Film Commission BCC	30,000.00	30,000.00	-
Total 330000 Other Funding	\$ 133,241.00	\$ 95,000.00	38,241.00
340000 Service Fee and Event income			
345910 Co-Op	20,177.50	75,000.00	(54,822.50)
345915 Visitors Guide	42,617.36	0.00	42,617.36
345920 Fees from Web Site	2,719.82	500.00	2,219.82
345941 Event Income	123,505.20	130,000.00	(6,494.80)
345945 Fam Tour Income	1,870.00	0.00	1,870.00
345955 Corp & Event Sponsor In-Kind	1,412.64	0.00	1,412.64
345950 Corp & Event Sponsorship Income	80,500.00	75,000.00	5,500.00
Total 340000 Service Fee and Event income	\$ 272,802.52	\$ 280,500.00	(7,697.48)
361100 Interest Income	4,685.68	26,000.00	(21,314.32)
41995 Interest Income - SP	516.33	292.00	224.33
49005 PPP Forgiveness - SP	86,587.00	0.00	86,587.00
41910 Other Revenues/Adv/Sponsorship - SP	5,082.93	100,000.00	(94,917.07)
361150 Gain on Sale of Stock	1,067.50	0.00	1,067.50
369000 Miscellaneous Income	74.13	5,000.00	(4,925.87)
Total Income	\$ 9,212,495.11	\$ 18,617,259.00	(9,404,763.89)
50000 Cost of Goods Sold - Sports Park	\$ 344,110.95	\$ 463,968.00	(119,857.05)
Gross Profit	\$ 8,868,384.16	\$ 18,153,291.00	(9,284,906.84)
Expenses			
600000 Operations			
601200 Salaries	1,010,407.60	1,425,000.00	(414,592.40)
602100 Payroll Taxes	69,694.70	114,000.00	(44,305.30)
602200 401k Program	28,125.60	60,000.00	(31,874.40)
602300 Insurance Employees	179,747.94	265,000.00	(85,252.06)
602400 Workers Compensation	4,004.00	5,500.00	(1,496.00)
603101 Professional Services	6,044.34	12,000.00	(5,955.66)
603105 Legal Services	42,862.12	40,000.00	2,862.12
603201 Accounting Services	3,293.00	18,000.00	(14,707.00)
603202 Annual Audit	19,925.00	20,000.00	(75.00)
603230 Film Commission	33,750.00	45,000.00	(11,250.00)
603410 Advertising & Fees	0.00	200.00	(200.00)

Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Nine Months Ending June 30, 2021

	YTD	Budget	Variance
604010 Meetings, Seminars & Travel	7,407.39	15,000.00	(7,592.61)
604020 Mileage Reimbursement	2,870.30	10,000.00	(7,129.70)
604030 Auto Allowance	5,000.00	6,000.00	(1,000.00)
604101 Communication	2,285.23	3,000.00	(714.77)
604201 Postage & Freight	52,159.88	75,000.00	(22,840.12)
604501 Insurance-Bus, D&O, Work Comp	4,250.00	8,000.00	(3,750.00)
604701 Printing	0.00	1,000.00	(1,000.00)
604810 Promotional Items	37,050.61	25,000.00	12,050.61
604820 Repairs and Maintenance	16,192.56	25,000.00	(8,807.44)
604870 Surveys & Research	195,498.54	150,000.00	45,498.54
604920 Community/Employee Relations	4,992.31	10,000.00	(5,007.69)
604990 Miscellaneous Admin Expense	1,201.41	2,000.00	(798.59)
605101 Office Supplies	8,370.31	10,000.00	(1,629.69)
605215 Uniforms	210.15	5,000.00	(4,789.85)
605225 Volunteer Recognition	0.00	1,000.00	(1,000.00)
605402 Dues & Subscriptions	82,735.95	110,000.00	(27,264.05)
605510 Training & Development	1,250.63	2,500.00	(1,249.37)
609910 Contingency	0.00	10,000.00	(10,000.00)
Total 600000 Operations	\$ 1,819,329.57	\$ 2,473,200.00	(653,870.43)
610000 Marketing			
613100 Agency Retainer	250,320.00	354,000.00	(103,680.00)
613105 Advertising Incidental	675.94	50,000.00	(49,324.06)
613430 Advertising	2,040,060.78	4,038,200.00	(1,998,139.22)
613432 Advertising Co-Op Sp Events	837,943.98	1,250,000.00	(412,056.02)
613435 Advertising-Co op	23,739.56	50,000.00	(26,260.44)
613450 Advertising Production	468,246.57	400,000.00	68,246.57
614010 Meeting/Seminars/Travel	6,110.36	15,000.00	(8,889.64)
614520 Interactive Marketing	372,496.62	575,000.00	(202,503.38)
614701 Printing Cost	8,618.15	45,000.00	(36,381.85)
614820 Public Relations	244,806.68	312,000.00	(67,193.32)
614825 Public Relations - Int'l	1,694.43	0.00	1,694.43
614870 Familiarization Tours Inbound	3,162.70	40,000.00	(36,837.30)
614990 Marketing Misc	30.24	0.00	30.24
615402 Dues & Subscriptions	3,666.85	15,000.00	(11,333.15)
619910 Contingency	0.00	25,000.00	(25,000.00)
Total 610000 Marketing	\$ 4,261,572.86	\$ 7,169,200.00	(2,907,627.14)
620000 Sales			
623460 Citywide Convention Expenses	41,135.86	80,000.00	(38,864.14)
623475 Collateral	0.00	25,000.00	(25,000.00)
624001 Tradeshows	95,321.09	25,000.00	70,321.09
624010 Travel & Entertainment	9,315.58	15,000.00	(5,684.42)
624850 Sponsorships	1,694.43	15,000.00	(13,305.57)
624870 Familiarization Tours-Inbound	3,195.00	30,000.00	(26,805.00)
625402 Dues & Subscriptions	27,129.31	40,000.00	(12,870.69)
626401 Tradeshow Displays	322.50	0.00	322.50

Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Nine Months Ending June 30, 2021

	YTD	Budget	Variance
629910 Contingency	29,513.74	5,000.00	24,513.74
Total 620000 Sales	\$ 207,627.51	\$ 235,000.00	(27,372.49)
630000 Special Events			
634010 Travel & Entertainment	0.00	2,000.00	(2,000.00)
634850 Sponsorships	740,000.00	435,000.00	305,000.00
634905 Festivals & Events	217,160.99	540,000.00	(322,839.01)
634908 Festivals & Events In-Kind	1,412.64	0.00	1,412.64
636401 Equipment	3,300.22	20,000.00	(16,699.78)
639910 Contingency	0.00	20,000.00	(20,000.00)
Total 630000 Special Events	\$ 961,873.85	\$ 1,017,000.00	(55,126.15)
640000 Visitor Services			
643498 Contract Labor	0.00	5,000.00	(5,000.00)
644010 Travel	23.00	2,400.00	(2,377.00)
644850 Sponsorships	0.00	12,500.00	(12,500.00)
644905 Visitor Services Events	14,438.98	75,000.00	(60,561.02)
644920 Community Relations	586.47	0.00	586.47
645201 Visitor Center Supplies	11,892.01	10,000.00	1,892.01
645510 Training & Development	0.00	1,200.00	(1,200.00)
649910 Contingency	0.00	2,500.00	(2,500.00)
Total 640000 Visitor Services	\$ 26,940.46	\$ 108,600.00	(81,659.54)
660000 Sports Marketing			
663440 Awards/Appreciation	0.00	500.00	(500.00)
664001 Travel/Tradeshows	474.40	10,000.00	(9,525.60)
664010 Meetings/Seminar/Travel	556.70	15,000.00	(14,443.30)
664402 Facility Usage	36,163.65	162,000.00	(125,836.35)
664830 Signage	0.00	1,500.00	(1,500.00)
664850 Sponsorships	34,517.35	127,000.00	(92,482.65)
664860 Sporting Bid Fees	224,754.32	446,000.00	(221,245.68)
664870 Familiarization Tours	4,226.85	10,000.00	(5,773.15)
665402 Dues & Subscriptions	4,962.00	7,500.00	(2,538.00)
666401 Tradeshow Booth	0.00	1,500.00	(1,500.00)
669910 Contingency	0.00	15,000.00	(15,000.00)
Total 660000 Sports Marketing	\$ 305,655.27	\$ 796,000.00	(490,344.73)
670000 Beach Renourishment			
673498 Beach Management Contract Labor	80,000.00	120,000.00	(40,000.00)
674990 Miscellaneous	(314,615.00)	0.00	(314,615.00)
675402 Dues & Subscriptions	500.00	1,000.00	(500.00)
679910 Contingency	0.00	4,000.00	(4,000.00)
Total 670000 Beach Renourishment	(234,115.00)	\$ 125,000.00	(359,115.00)
680000 Community Support			
683405 Development	33,448.00	175,000.00	(141,552.00)
Total 680000 Community Support	\$ 33,448.00	\$ 175,000.00	(141,552.00)
690000 Tourism Development			
693450 Visit PCB Magazine-Production	40,770.00	50,000.00	(9,230.00)
693466 Chasin The Sun TV	393,473.66	525,000.00	(131,526.34)

Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Nine Months Ending June 30, 2021

	YTD	Budget	Variance
694101 Communication	1,300.00	15,600.00	(14,300.00)
694701 Visit PCB Magazine-Printing	64,749.19	50,000.00	14,749.19
694610 Repairs & Maintenance	5,000.00	0.00	5,000.00
694800 Sports Park Expenses	49,888.60	0.00	49,888.60
694820 Mktng & PR PC and MB	24,000.00	250,000.00	(226,000.00)
695465 Planning & Development	3,625.06	4,431,651.00	(4,428,025.94)
Total 690000 Tourism Development	\$ 582,806.51	\$ 5,322,251.00	(4,739,444.49)
60000 Sports Park Department			
60000 Advertising/Marketing	\$ 7,885.78	\$ 9,927.00	(2,041.22)
60400 Bank & Other Service Charges	\$ 9,649.05	\$ 14,664.00	(5,014.95)
62000 General & Administrative	\$ 17,225.57	\$ 19,845.00	(2,619.43)
63300 Insurance	\$ 19,450.67	\$ 19,451.00	(0.33)
64000 Supplies & Service	\$ 13,368.09	\$ 33,100.00	(19,731.91)
65000 Contract Labor	\$ 440,985.64	\$ 611,595.00	(170,609.36)
66000 Other Payroll Expenses	\$ 9,090.99	\$ 11,223.00	(2,132.01)
67200 Repairs & Maintenance	\$ 137,711.60	\$ 190,505.00	(52,793.40)
68600 Utilities	\$ 153,729.36	\$ 164,787.00	(11,057.64)
Total 60000 Sports Park Department	\$ 809,096.75	\$ 1,075,097.00	(266,000.25)
Total Expenses	\$ 7,965,139.03	\$ 18,496,348.00	(10,531,208.97)
490000 Subsidy Income	\$ 465,647.55	\$ 343,057.00	122,590.55
Net Income(Loss)	\$ 559,795.93	-	\$ 392,236.45



Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
Sports Park Department  
For the Nine Months Period Ending June 30, 2021

	YTD	Budget	Variance
Income			
347200 Sports Park Revenue			
40300 Soccer	34,469.96	55,527.00	(21,057.04)
40400 Football	54,220.43	58,721.00	(4,500.57)
40500 Lacrosse	7,037.38	14,608.00	(7,570.62)
40600 Baseball	156,028.55	237,468.00	(81,439.45)
400700 Softball	17,162.39	55,671.00	(38,508.61)
40900 Adult Recreations	17,756.96	24,757.00	(7,000.04)
41500 Food & Beverage	377,136.41	559,412.00	(182,275.59)
41905 Facility Fee/Ticketing Income	34,093.31	33,100.00	993.31
41915 Vendor Commissions	1,086.00	0.00	1,086.00
41916 Trainers	21,235.00	14,700.00	6,535.00
41990 Other Misc Sales	24,288.48	41,752.00	(17,463.52)
41000 Other Field Income	748.83	0.00	748.83
41995 Interest Income - SP	516.33	292.00	224.33
49005 PPP Forgiveness	86,587.00	0.00	86,587.00
41910 Other Revenue Advertisement/Sponsor	5,082.93	100,000.00	(94,917.07)
Total 347200 Sports Park Revenue	\$ 837,449.96	\$ 1,196,008.00	\$ (358,558.04)
Total Income	\$ 837,449.96	\$ 1,196,008.00	(358,558.04)
50000 Cost of Goods Sold - SP	\$ 344,110.95	\$ 463,968.00	(119,857.05)
Gross Profit	\$ 493,339.01	\$ 732,040.00	(238,700.99)
Expenses			
60000 Sports Park Department			
600000 Advertising/Marketing	7,885.78	\$ 9,927.00	(2,041.22)
60400 Bank & Other Services Charge	9,649.05	\$ 14,664.00	(5,014.95)
62000 General & Administrative	17,225.57	\$ 19,843.00	(2,617.43)
63300 Insurance	19,450.67	\$ 19,451.00	(0.33)
64000 Supplies & Services	13,368.09	\$ 33,103.00	(19,734.91)
65000 Contract Labor	440,985.64	\$ 611,594.00	(170,608.36)
66000 Other Payroll Expenses	9,090.99	\$ 11,223.00	(2,132.01)
67200 Repairs & Maintenance	137,711.60	\$ 190,505.00	(52,793.40)
68600 Utilities	153,729.36	\$ 164,787.00	(11,057.64)
Total Expenses	\$ 809,096.75	\$ 1,075,097.00	\$ (266,000.25)
490000 Subsidy Income	465,647.55	343,057.00	122,590.55
Net Income	\$ 149,889.81	\$ -	\$ 149,889.81

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made as of the 24<sup>th</sup> day of August 2021, by and between the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC, (the "CVB") and SUSTAINABLE BEACHES, LLC ("Beaches").

WITNESSETH:

WHEREAS, Lisa Armbruster, the principal of Beaches, as an employee of the CVB funded by the Third Cent Tourist Development Tax has served well the Bay County Tourist Development Council (the "TDC") and the Board of County Commissioners of Bay County, Florida ("Bay County") by assisting and at times leading and organizing numerous, successful beach nourishment construction projects and associated federal, state and local planning, design, permitting and funding efforts and other matters associated with the greater Panama City Beaches, but in 2007 resigned her position and subsequently formed Beaches for whom she personally provides all professional services; and

WHEREAS, for the past fourteen years Ms. Armbruster has continued to serve the CVB and the County in much the same fashion through Beaches and annual contracts similar in form to this one; and

WHEREAS, Ms. Armbruster has remained intimately familiar with the status and requirements of the many beach related projects currently under way through the TDC and Bay County for the greater Panama City Beaches, and is a valuable resource; and

WHEREAS, the TDC authorized Ms. Armbruster, at the expense of the TDC to assist Mexico Beach Community Development Council (CDC), on beach renourishment recovery projects in the aftermath of Hurricane Michael; and

WHEREAS, additional assistance will be required to sustain, further and expand these accomplishments; and

WHEREAS, the CVB desires to continue to provide Ms. Armbruster's services to the TDC, Mexico Beach CDC and Bay County on a consulting basis as described in the Beach Renourishment Management Consulting Services Scope of Work – Panama City Beaches, dated August 19<sup>th</sup>, 2021 (Exhibit A), and the Beach Renourishment Management Consulting Services Scope of Work – Mexico Beach, dated August 19<sup>th</sup>, 2021 (Exhibit B), was approved unanimously by the CVB and the TDC on August 24<sup>th</sup>, 2021 (the "Proposal"); and

WHEREAS, the CVB would not have entered this agreement but for the fact that all services hereunder will be performed by Ms. Armbruster personally.

NOW, THEREFORE, the parties agree:

- 1 Commencing October 1, 2021 and ending September 30, 2022, unless sooner terminated as provided herein, Sustainable Beaches shall provide the TDC and the County the consulting services described in the Proposal, and accepts primary responsibility through such services to continue to lead and organize the tasks and projects described upon Exhibit A and Exhibit B, together with such additional services



as the parties may agree, and be paid therefore pursuant to the terms and conditions of this Agreement and the Proposal. Annual compensation in the amount of \$163,800 (which includes expenses except travel expenses incurred) shall be due and paid in arrears in equal, monthly installments. Travel expenses shall be reimbursed no more frequently than monthly and shall require documentation of expenditure. Additional work requested and approved in writing by the CVB President outside the Proposal shall be compensated on a time involved basis at the rate of \$100 per hour.

- 2 Either party may terminate this agreement upon thirty days written notice to the other, or immediately for cause. In the event of early termination, travel expenses unavoidably incurred shall be paid and monthly fees shall be prorated through the day of termination based upon the days in the month in which early termination occurs with no further compensation being due.
- 3 All payments due hereunder shall be payable solely from Third Cent Tourist Development Taxes paid to the CVB by Bay County for that purpose and no other, the parties acknowledging that CVB performance is contingent upon full funding of this agreement being made available from the Third Cent Tourist Development Tax through a contract between the CVB and Bay County.
- 4 Beaches shall cause all services hereunder to be performed by Ms. Armbruster personally unless the CVB shall consent in writing, which consent may be denied in its sole discretion for any or no reason. Breach of this covenant shall constitute grounds for immediate termination without notice.
- 5 This agreement is not assignable.
- 6 This agreement constitutes the entire understanding between the parties concerning the matters addressed herein and there are no representations or promises between them concerning these matters which are not expressed herein.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement to become effective as of the day and year first above written.

SUSTAINABLE BEACHES, LLC

By: \_\_\_\_\_  
Lisa Armbruster, Manager Date \_\_\_\_\_

PANAMA CITY BEACH CONVENTION AND  
VISITORS BUREAU, Inc.

By: \_\_\_\_\_  
Dan Rowe, President/CEO Date \_\_\_\_\_

**BEACH RENOURISHMENT MANAGEMENT CONSULTING SERVICES**  
**SCOPE OF WORK – PANAMA CITY BEACHES**  
**LISA H. ARMBRUSTER, *SUSTAINABLE BEACHES, LLC***

August 19<sup>th</sup>, 2021

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During the next fiscal year, I will serve as the Bay County TDC's beach renourishment project manager for all work and contracts associated with the ongoing planning, construction, and monitoring of the Panama City Beaches renourishment program. As project manager in all beach renourishment management activities, I will serve under the Bay County TDC Director as the liaison between the Bay County TDC/Bay County Board of County Commissioners (BOCC) and the U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), U.S. Fish & Wildlife Service (FWS), Florida Fish and Wildlife Conservation Commission (FWC), coastal engineering master services firms – MRD Associates, Inc.(MRD)/Dewberry, and Coastal Protection Engineering, LLC(CPE)/APTIM, the Bay County TDC attorney, Bay County staff, and other beach-related contractors on any beach renourishment management related projects and issues.

I will lead, manage, and coordinate the efforts for all beach renourishment planning, design, permitting, construction, and monitoring activities. I will also manage all grant requests, contracts, and funding associated with the beach renourishment program, and I will coordinate with the Bay County TDC Director/Bay County Finance and FDEP to submit the necessary reports and reimbursement billings. I will track the beach renourishment permit conditions and authorization requirements (state and federal) to establish and maintain compliance with specific conditions and requirements. I will assist in the development and approval of coastal engineering master services selected firm(s) scopes of work associated with beach renourishment activities. Additionally, I will manage all beach renourishment related Bay County Request for Proposals (RFPs)/Request for Qualifications (RFQs), contracts, and task orders. I will conduct the necessary coordination and complete the Novus Agenda documents for BOCC approval and execution for all the beach renourishment related contracts and task orders.

I will serve as the point of contact on all beach renourishment management related activities with state and federal agencies, the Bay County TDC Board and staff, Bay County Commissioners and staff, City of Panama City Beach Council members and staff, and the Panama City Beach community. I will handle any beach renourishment management inquiries from Panama City Beach residents or visitors that inquire to the TDC, as well interview/information requests from the media.

**Attachment A** provides a detailed description of the principal projects and issues associated with the beach renourishment management program, as well as the work I will manage and perform over the next 12-month period. For context, I've also provided a summary of both recently completed and upcoming tasks. Notably, this fiscal year's priority task will be working with the USACE-Mobile District and Panama City field office as they implement the construction of a Hurricane Michael and Sally repair renourishment project. Following completion of the beach renourishment construction project, we will need to coordinate with City of Panama City Beach and Bay County Code Enforcement staff to complete permit-required sea turtle lighting surveys and property owner notifications.

The condition of the shoreline at St. Andrews State Park has become more critically eroded over the last several years. To try to take advantage of a dredging contractor being on site for the upcoming USACE-led project, we issued task orders to expedite design, permitting, and contract bid documents for a beach restoration at St. Andrews State Park. Simultaneously, we are also pursuing and are close to formally partnering with the USACE via execution of a Memorandum of

## Exhibit A

Agreement, to provide all the funding for, but have the USACE construct the project as part of the USACE-led repair construction project of the greater Panama City Beaches.

In terms of state grant contract funding, I will work and coordinate with the State and Bay County on continuing to request reimbursement under state grant contracts 19BA2, 20BA1, and eventually 21BA1, 21BA2, 22BA2, and 22BA3. I will prepare an annual submittal for our FY 2023-2024 state funding request, and both monitor and address any related issues. I will also manage the 2022 beach and borrow area monitoring, 2021 and 2022 sea turtle nesting monitoring, and 2022 tilling and scarp monitoring and leveling projects and tasks.

Two additional anticipated tasks include the following: assist in developing the Bay County Fund 127 (Third Cent Trust Fund) annual budget; and maintain, via consultation and coordination with FDEP, a beach cleaning permit issued to the Bay County TDC for trash pick-up and beach cleaning and grooming.

### **Panama City Beach On-Site Visits and In-State Travel**

During the next fiscal year, I will travel to Panama City Beach for a minimum of 10, and a maximum of 15, visits. To the maximum extent practical, I will coordinate the visits with beach inspections and construction-related activities; Bay County TDC Board meetings; BOCC meetings; and any other on-site meetings or workshops with the TDC Director, TDC board and staff, Bay County Commissioners and staff, City of Panama City Beach Council members and staff, the USACE, FDEP, FWS, FWC, etc. During these visits, I will also visually inspect and monitor the beach. I will coordinate on-site visits and attendance at TDC Board and BOCC meetings with the TDC Director. I will also attend any necessary meetings with coastal engineering master services firm(s), USACE, FDEP, FWS, and/or FWC in Tallahassee and Jacksonville, Florida.

### **Storm Event Emergency**

Immediately prior to and following a storm event and at the request of the TDC Director, I will immediately coordinate with the local coastal engineering master services firm(s) to assess the beach erosion conditions, and I will travel to Panama City Beach to assess the conditions as warranted. I will coordinate and communicate the beach erosion damage assessment to both state and federal agencies and will engage the USACE, if applicable. I will assess the necessity of post-storm beach surveying and erosion analysis and expeditiously coordinate that work with coastal engineering master services firm(s), FDEP, USACE, and the Bay County TDC/Bay County. I will also pursue and coordinate any eligible state and/or federal storm recovery funding.

### **Beach Renourishment Management Consulting Services Fee**

The cost of the beach renourishment management consulting service is \$126,000 for a one-year period, payable monthly. All labor and expenses are included except for travel expenses (mileage reimbursement or rental car/gas, accommodations, and meals) associated with out-of-state meetings, storm event emergencies, or additional travel to Panama City Beach beyond the on-site visits and in-state travel described above. Any additional, unexpected work (oil spill, for example) outside the scope outlined by this document and requested and approved by the Bay County TDC Director will be billed in detail at an hourly rate of \$100/hour.

**BEACH RENOURISHMENT MANAGEMENT PROGRAM**  
**ATTACHMENT A**  
**PRINCIPAL TASKS AND ISSUES**  
As of August 19<sup>th</sup>, 2021

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The following paragraphs detail the principal projects and issues associated with beach renourishment management as of August 19<sup>th</sup>, 2021. These efforts include work that I am currently performing, as well as the work I anticipate, in my role as the beach renourishment manager, to continue in the next fiscal year. Notably, the Third Cent Bed Tax Trust Fund supports all beach renourishment related tasks, including beach renourishment construction projects; beach renourishment management position; coastal engineering consulting services required for planning, designing, permitting, and monitoring the beach renourishment projects; sea turtle nesting monitoring; tilling and scarp leveling; legal services; and lobbying consulting services.

**Coastal Engineering Master Services Contracts**

The Bay County coastal engineering master services contracts with APTIM and Dewberry expired in December 2020 after a five-year renewal of an initial five-year contract. During 2020, I worked with Bay County Purchasing to develop a Request for Qualifications (RFQ) package. I continued to work with Purchasing as Bay County RFQ 21-02 was advertised, responses received, and participated as an evaluator of the four submittals. I coordinated extensively with Purchasing, the Bay County TDC Attorney, and the County Attorney to finalize the awards and contracts with Coastal Protection Engineering LLC with APTIM as a sub-consultant and MRD Associates, Inc. with Dewberry as a subconsultant. I completed the necessary coordination and document preparation with Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the master services contracts in February 2021. The contracts are good for five years, and all task orders under the master services go before the Bay County TDC, and depending on scope/cost, are executed by the Bay County TDC Director, the County Manager, or go before the Bay County Board of County Commissioners.

**2021/22 USACE-Led Repair Beach Renourishment Construction Project and Federal and State Permitting Issues**

***Repair Beach Renourishment Construction Project***

During late 2019 and into 2020, the USACE-Mobile District continued to finalize the design, drawings, and specs for a Hurricane Michael repair renourishment project. They completed an updated LiDAR survey in November 2019 to finalize a project volume of approximately 1.5 million cubic yards (cy) within two project areas – the east end from St. Andrews State Park (not including the park) to Ocean Towers, and the west end from Pinnacle Port to Seachase. Notably, the post-Michael analysis conducted by the USACE determined the storm had caused a loss of 656,000 cy. The federal hurricane supplemental package allowed the USACE to also restore the project to its full project profile (1.4 million cy total) at 100% federal expense, which is unprecedented. I expected us to at least have a regular local, non-federal share of 37% applied only to the volume required to bring the project to its full template above and beyond the Hurricane Michael losses.

Because this is a USACE-led project, as in 2005-06 and 2011, the project also required a Cooperation Agreement (CA). In late spring 2020, I coordinated the review and execution of the CA with the TDC Attorney and the County Attorney. Thankfully, the agreement was like those

## Exhibit A

executed for all previously constructed USACE projects. I conducted the necessary coordination and completed the Novus Agenda documents for BOCC approval for the CA, and the agreement was executed by Bay County in June 2020.

The USACE advertised the project in early August 2020 with bids anticipated being due September 10<sup>th</sup> and a contract award around mid-October. With Hurricane Sally projected to impact Panama City Beach, the USACE extended the deadline and eventually paused the bidding process. Hurricane Sally made landfall at Gulf Shores, Alabama on September 16<sup>th</sup> as a Category 2 storm, and the storm caused additional erosion along Panama City Beach. The USACE conducted a LiDAR survey to assess the volume lost – on the order of 600,000 cy. The USACE pursued and gained approval to adjust the Hurricane Michael repair beach renourishment project to include the losses associated with Hurricane Sally, to bring the total to just over 2.0 million cy – again, all at 100% federal cost. The erosion pattern also justified extending the western project to the east to the City Pier area. The project was bid out in late 2020, and the USACE awarded the contract to Great Lakes Dredge & Dock (GLDD) in March 2021. Project construction is expected to commence in September and complete in early 2022.

The USACE-Mobile District will manage the overall project's contractor; however, the USACE-Panama City (PC) field office will administer the actual on-the-ground construction management of the project, just as it did in 2005-06 and 2011. While the local USACE-PC field office will have a team of engineers and inspectors on the project, I am recommending that the TDC also supplement that by contracting with both MRD with their sub-consultant Dewberry, to have adequate eyes and ears on the ground seven days a week, as well as contracting with CPE/APTIM to assist with coordination on permit-related requirements and issues, and construction template and design issues.

I will remain extremely involved in the project and in constant daily contact with the USACE-Mobile District and PC field office, as well as with our MRD and Dewberry inspection team. As part of the management of the construction project, I will also monitor and assist as needed, the necessary day-to-day communication between the USACE teams, the beach renourishment dredging contractor, our management team, the shorebird and sea turtle (if necessary) monitors, FWC, and FWS. I will coordinate with our team of MRD, Dewberry, and CPE to monitor and confirm that specific state and federal permit conditions are met by the USACE and/or our team and that sea turtle nesting monitoring, shorebird monitoring, tilling, and other required construction-related activities are also planned for and implemented by the appropriate entities.

Finally, I will also coordinate routine updates and information for TDC visitor services staff on project schedules and locations, and I anticipate fielding questions from property owners and visitors regarding the project. In addition, I have developed a detailed Q/A document for the project that is incorporated into a dedicated beach renourishment construction website page hosted by the Bay County TDC. I will continue to coordinate with CPE GIS staff to keep the construction schedule mapping up to date based on schedules supplied by the USACE and GLDD, and I will work with the TDC website staff to ensure the website is also maintained with this important information.

### ***Federal Permit and Federal Agencies Coordination***

As part of the planning, design, and eventual construction of the USACE-led beach renourishment construction project, there are a couple outstanding federal environmental issues. We have been attempting to address these issues over the past couple of years, but without an imminent construction project, our requests were not a priority. Now, due to the upcoming construction project, and with the formal request to modify our federal permit to add St. Andrews State Park, I expect to resolve at least one of these open issues.

During the 2017 beach renourishment construction project, the permit-required sea turtle trawler relocated a leatherback sea turtle (species not covered by the BO) and met the limit for

## Exhibit A

relocations of the other authorized sea turtle species. While these relocation numbers did not cause cessation or interruption of dredging, we had to request that the USACE Regulatory Division (led out of Panama City through Jacksonville) re-open consultation with the National Marine Fisheries Service (NMFS) to re-evaluate the relocation trawling limits contained in their BO, which is incorporated into the federal permit. Given that the 2017 renourishment construction went very rapidly with concurrent dredges working less than 2 months, these sea turtle relocation limits will undoubtedly be reached during future projects. With the assistance of APTIM/CPE environmental staff, we requested years ago that USACE-PC Regulatory Office consult with NMFS to modify our federal permit for future renourishment construction projects. Once again, engaging the USACE and NMFS to act on our request has been challenging without an active project on the horizon. Fortunately, the request to modify our federal permit officially engaged the NMFS, and this issue will hopefully be resolved as part of their consultation to add St. Andrews State Park to the federal permit.

The second issue dates to late 2016, when we overcame an outstanding issue regarding an “average annual” Northwest FL beach renourishment construction “mileage cap” contained in the Regional FWS Biological Opinion (BO). While not listed as a specific condition in the federal permit, the BO is, in fact, incorporated into the federal permit. This remained a potential outstanding issue because the mileage cap seeks to limit the mileage of beach renourishment projects constructed each year within the entire Florida Panhandle *during sea turtle nesting season*. Notably, the mileage cap is greater (and more manageable) for storm response beach renourishment projects, which the current 2021-22 project *should* be. Per a meeting with FWS and their instructions, in March 2015, we submitted a detailed construction phasing plan to address their requirement of “small” construction beach segments. FWS indicated that the plan was insufficient, and we resubmitted the plan with revisions in September 2015. We received approval of this plan in June 2016 via email from FWS. With the successful completion of the construction phasing plan, FWS may still need to formally amend the BO, and the federal permit may or may not need to be amended. We have submitted this request, but there has been no formal action from FWS. Again, this mileage cap issue and the outstanding construction phasing plan are only an issue for construction *during* sea turtle nesting season. Under our current federal permit and BO, we are not limited with our construction efforts outside of nesting season (and thus were not limited during the 2017 beach renourishment construction project). Engaging the FWS to act on our request during the last couple of years has not been easy, likely because we were not actively planning a full-scale renourishment project of our entire project area. Given the upcoming project is scheduled to be built almost entirely outside of sea turtle nesting season, this issue is still not a priority at the FWS. Notably, and possibly most importantly, I am not aware of any other panhandle projects having an issue with this supposed “mileage cap” and have not heard it discussed.

### ***State Permit – Sea Turtle Lighting Surveys***

Per our state permit and federal authorizations, two lighting surveys (May/July) and corresponding Bay County and City of Panama City Beach Code Enforcement actions are required for all properties where sand is to be placed as part of the anticipated 2021/22 renourishment construction project. I will recommend development of a scope of work for an environmental consultant with adequate technical experience in sea turtle lighting to conduct the sea turtle lighting survey, just as was done with the re-survey in the summer of 2018 following the 2017 construction project. I will conduct the necessary coordination and document preparation with Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of a task order for the lighting surveys, report, and coordination of results with code enforcement staff.

Per state and federal permits and authorizations, I will need to provide the agencies (FWS and FWC) the full sea turtle lighting report consisting of two lighting surveys as well as both corresponding sets of City of Panama City Beach and Bay County Code Enforcement actions/notices documentation. Following that submittal, I anticipate a permit-required meeting



## Exhibit A

with the agencies and Code Enforcement staff to discuss the report and actions by Code Enforcement.

### **St. Andrews State Park**

The erosion at St. Andrews State Park has become more critical over the last several years, with both large (2018, Hurricane Michael) and small (2020, Tropical Storm Cristobal) storms causing additional erosion and scarping of the dune system. In September 2020, Hurricane Sally caused additional alarming damage including breaching the western jetty. The Florida Park Service had reached out to me just prior to Hurricane Michael to open a dialogue with the TDC and Bay County about whether and how the State Park could be incorporated into our 18.5-mile project area. I had already begun cost-estimates for a stand-alone initial restoration project when Hurricane Michael hit. Following the storm and per discussions with the TDC Director, I finalized these calculations and submitted a State Legislative funding request via the annual FDEP Beaches local government funding process for \$14.5 million in state funding (100% state cost-share) for an initial beach restoration at St. Andrews State Park. Per state beach management rules, beach state parks are eligible for 100% state funding (no local share). I cautioned that this is an extremely high project cost that would be challenging, if not impossible, to secure from the state due to how the project will unfortunately score poorly on the state's beach projects priority list.

However, it was quite timely that we took this first step at pursuing this needed funding. Following TS Cristobal, the situation at the State Park beach and along the jetty had grown more dire. At this same time, FDEP was appropriating FY 20/21 beach project funding. As predicted, the St. Andrews State Park project request did not score highly and was well "out of the money." However, there were projects higher on the project priority list than the State Park which did not need to encumber all their funding. In fact, and as discussed below, we could not encumber the \$3 million appropriated to the Panama City Beaches project for the then upcoming 2020/21 construction project because the USACE was fully funding the project. With the news from FDEP Beaches that Bay County would be appropriated \$3.9 million for beach restoration at St. Andrews State Park, I immediately suggested, and the TDC Board approved, moving forward with beach design and to modify our existing beach permits and authorizations using the existing borrow areas to include the park.

I coordinated with the coastal engineering consultants to develop scopes of work for design (Dewberry/MRD) and permitting (APTIM/CPE). I prepared the documents and conducted the coordination with Bay County and the Bay County TDC to finalize and execute task orders for this work, and I conducted the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda document for BOCC approval and execution of the task orders. The original intent and goal were to design, permit, and bid the project locally prior to the USACE completing construction of the 2020/21 project, which was delayed until 2021/22 due to Hurricane Sally.

In late May 2021, as the USACE was finalizing the redesign of the Hurricane Michael repair project to include the Hurricane Sally losses and given the recent attention of the severely eroded state park beach, the USACE investigated whether they could incorporate the park into the upcoming construction project, but with the project entirely locally funded. This would save considerable money in mobilization/demobilization fees (on the order of a few million dollars) that would be required if the project had been bid locally – even with a contractor on site.

Without knowing the chances of the USACE being able to incorporate the construction of a local addition to the federal construction project but knowing that time was of the essence to bid the project out locally while a contractor was on site, I coordinated with MRD/Dewberry to develop a scope of work to finalize the design and prepare contract bid documents so that we could bid the project out locally. I prepared the documents and conducted the coordination with Bay County and the Bay County TDC to finalize and execute the task order for this work, and I conducted the

## Exhibit A

necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda document for BOCC approval and execution of the task order.

I prepared the documents and conducted the coordination with Bay County and the Bay County TDC to finalize and execute the task order for this work in August 2021.

Since that time, I have also urgently continued coordination with the Mobile District on the documents required to incorporate the state park construction into their contract with GLDD. At this time, Bay County has executed the required certificate of authority, and I have coordinated with the Bay County Attorney and TDC Attorney to negotiate a Memorandum of Agreement (MOA) with the USACE which allows us to fund the project that they will manage construction of. The MOA has been approved by Bay County, the Mobile District, and the South Atlantic Division, and is planned to be executed by the Bay County Board of Commissioners in September. At this point, we have not ceased on preparing the local contract documents, just in case something falls through, and we need to bid the project locally. If the contract documents are not utilized for this initial construction event, they can also be a good starting point and updated/tweaked when the project is planned for another construction.

The design was completed by MRD in December 2019, and the state and federal permit modification requests were sent to FDEP and the USACE in January 2020. The state permit modification was issued in April 2021, and after I coordinated with CPE, a subsequent administrative modification to that modification was issued in June 2021 to make corrections requested and negotiated with FDEP. The federal permit modification is outstanding; however, we continue to put pressure on the USACE Regulatory team, FWS, and NMFS to complete the modification. They are fully aware that funding has been awarded, and that the intent is for the USACE – via GLDD – to construct the project. When the draft consultations are received from FWS and NMFS, I will coordinate with CPE environmental staff to negotiate, as necessary, reasonable new or changed specific conditions that will be incorporated into the federal permit via modification.

The long-term goal, after completion of the initial construction of a project, is to then move forward with St. Andrews State Park being considered locally and by the state as part of the greater Panama City Beaches project area, although it will not be part of the federal project area or receive a federal cost-share. Notably, FDEP Beaches has agreed with this strategy. Future state funding requests for Panama City Beach would incorporate the State Park into them rather than being a stand-alone request (and typically the Panama City Beach project scores high).

### **State (Florida Department of Environmental Protection) Existing Grants**

#### ***State (FDEP) Funding and Grants Status***

I pursue state cost-sharing on all eligible beach management activities, and we have benefited from securing, encumbering, and receiving reimbursement from the State over the last fifteen years for all eligible activities that we have sought cost-sharing for. Our state grant contracts provide State of Florida cost-sharing for pre-approved beach renourishment related work with monies currently encumbered in 4, soon to be 6, active state grant contracts – 19BA2, 20BA1, 21BA1, and 21BA2; state grant contracts 22BA2 and 22BA3 will be fully encumbered after they are executed in September. I will continue to make the most efficient and expedient use of the funds in our state FDEP grants to maximize benefit to our Third Cent Bed Tax Trust Fund. We must try to remain active and make the most efficient use of our state grant contracts in as timely a manner as possible. I prepare and coordinate with Bay County Finance to submit to FDEP the required quarterly reporting for the grants as well as quarterly detailed reimbursement request billings to grant(s) as applicable. The quarterly billing accounting spreadsheets require detailed and exact invoice and payment details, which I draft and finalize with the assistance of Bay County Finance.

## Exhibit A

In addition, I coordinate and assist FDEP in maintaining a task/scope spreadsheet and submit supporting progress reports and deliverables with reimbursement billings.

To manage and track our cost-sharing grants, I maintain detailed accounting spreadsheets of state cost-share funding amounts, approved tasks/scopes of work, existing contracts and task orders, and invoices and billing history. Notably, all work that we expect to receive state cost-sharing for must be pre-approved by FDEP before they will process reimbursement. I will continue to confirm that all scopes of work and contracts are submitted and pre-approved by FDEP prior to the commencement of work. Especially for engineering scopes of work, I will assist coastal engineering master services firm(s) in negotiating any necessary scope of work revisions with FDEP to qualify for state cost-sharing reimbursement. I will conduct the necessary coordination and document preparation between FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the contracts and any ensuing amendments. Notably, the grant process and the grant contract language itself never stay consistent, and these activities require detailed review and coordination with the Bay County TDC Attorney and Bay County Attorney.

### ***State Grant Contract 19BA2***

The County and State executed state grant contract 19BA2 in June 2019, which encumbered \$205,683 in state funding for 2017 through 2021 monitoring. In August 2019, I organized all contract and task order billing documents to include documentation of all task submittals and contractor invoices, creation of a task summary narratives, and, with coordination with Bay County Finance, the completion of the first reimbursement billing package for state grant contract 19BA2. This was a complicated billing given the increase in cost-share on tasks previously paid out through 18BA1, partially paid tasks also paid out through 18BA1, and the remaining tasks that hadn't yet been billed to any grant contracts. I continue to bill to this state grant contract, and we have received approximately \$177,000 to date for monitoring tasks in 2017-2021. We will continue to bill to this contract for the 2021 sea turtle nesting monitoring work and will expend all funds in this grant. The remainder of the 2021 sea turtle nesting monitoring will move to billing to state grant contract 20BA1 as described next.

### ***State Grant Contracts 20BA1, 21BA1, 21BA2, 22BA2, and 22BA3***

There are four state grant contracts that we have yet to bill to. As described above, state grant contracts 21BA1 and 21BA2 have been fully encumbered. State grant contracts 22BA2 and 22BA3 will be fully encumbered when they are executed in September.

The County and State executed state grant contract 20BA1 in October 2019. State grant contract 20BA1 encumbered \$94,050 in state funding reimbursement for post-construction monitoring associated with the 2017 beach renourishment project and was appropriated by the State Legislature in 2019. I still anticipate exhausting all monitoring funds in contract 19BA2 before billing to this grant. While originally intended for cost-sharing for 2017 beach renourishment project post-construction tasks, with the USACE's efforts to provide post-storm surveying, we didn't conduct anticipated surveying, and saved considerable money. The funding can be used for post-construction monitoring for the upcoming 2021-22 construction project.

The County and the State executed state grant contract 21BA1 in June 2021. State grant contract 21BA1 encumbered \$50,000 for post-construction activities and was appropriated by the State Legislature in 2020. State grant contract 21BA2 was executed in June 2021 and encumbered \$3,865,579 for initial restoration of St. Andrews State Park and was also appropriated by the State Legislature in 2020. State grant contract 22BA2 will encumber \$122,265 for post-construction activities and was appropriated by the State Legislature in 2021. And finally, state grant contract 22BA3 will encumber \$11,040,000 in state funding for initial restoration of St. Andrews State Park and was also appropriated by the State Legislature in 2021.

## Exhibit A

I will organize all contract and task order billing documents to include documentation of all task submittals and contractor invoices and creation of a monitoring task summary narrative. I will complete the draft reimbursement billing package and will coordinate submittal with and by Bay County Finance to finalize state reimbursement requests under these grants.

### **State (Florida Department of Environmental Protection) FY 2018-24 Funding Requests and State Cost-Sharing Eligibility**

#### ***State (FDEP) FY 2023-2024 Funding Request***

I will prepare a detailed state grant request package for FY 2023-2024 in the summer of 2022. This request is typically due at the end of September, and I will coordinate the submittal of the funding request package under the County Manager's signature.

The annual State Legislative FDEP Beaches grant funding request requires submission of a lengthy narrative, detailed 5-year budget and 10-year plan, funding specifics and administrative commitments, updated beach renourishment resolution, third cent and county comp plan documentation, and other project-specific data and calculations. I prepare an updated Bay County/Bay County TDC beach renourishment resolution and coordinated with the TDC Attorney and County Attorney on the Novus Agenda documents for BOCC approval and execution of the resolution by the County Commission in July 2022.

This submission also requires details – GIS mapping and spreadsheets – associated with our state cost-sharing eligibility as determined by a formula related to zoning, public beach access, and land use. In addition, Rule 62B-36, the Beach Management Funding Assistance Program was revised in August 2020, and the funding request now also includes additional details related to tourist tax, tourist sales tax, value of upland property, and accessible beach area. I coordinate with CPE/APTIM GIS staff to calculate the necessary property value and beach accessible area in the GIS platform as well as maintain the parking and access detailed mapping.

I will respond to any Requests for Additional Information from FDEP on the funding request and provide any additional necessary documentation or mapping. I will evaluate FDEP's scoring and ranking of the project on the beach management funding assistance beach project list, and I will engage and coordinate with FDEP if I do not believe the scoring has been maximized.

#### ***State (FDEP) FY 2022-2023 Funding Request***

Due to the unprecedented funding secured during the FY 21-22 funding process (described below), we had no need for and did not submit a funding request for FY 2022-2023. However, I did prepare, and the County Commission executed an updated beach renourishment resolution to show continued support for the state FDEP funding program, the monies received thus far, and monies expected to be encumbered in the future via the state grant process.

#### ***State (FDEP) FY 2021-2022 Funding Request***

On July 31<sup>st</sup>, 2020, I submitted a detailed state grant funding request package for FY 2021-2022 to the State Legislature through the annual FDEP Beaches local government funding request process. The request included approximately \$2,000,000 in state funding for a potential local share of the anticipated USACE-led repair construction project as modified to include Hurricane Sally repair as well as \$11 million in state funding (100% state cost-share) for complete funding of the \$14.5 million estimated for an initial beach restoration at St. Andrews State Park. At the time, it was not certain that the USACE-led repair construction project would be 100% federally funded.

The State Legislature appropriated beach projects an unprecedented level of funding for the FY 21-22 budget year. The entire state beach management funding project request list was secured as part of the budget. In the meantime, the USACE successfully modified the construction project to include Hurricane Sally losses with no additional local cost share required. Like the FY

## Exhibit A

20-21 funding described below, FDEP agreed to encumber a small amount (\$122,265) of the unneeded \$2.0 million construction funding planned for reversion into post-construction monitoring via state grant contract 22BA3 as described above.

### ***State (FDEP) FY 2020-2021 Funding Request***

On July 31<sup>st</sup>, 2019, I submitted a detailed state grant funding request package for FY 2020-2021 to the State Legislature through the annual FDEP Beaches local government funding request process. The request included approximately \$3,000,000 in state funding for the local share of the anticipated USACE-led repair construction project as well as \$14.5 million in state funding (100% state cost-share) for an initial beach restoration at St. Andrews State Park as described above.

At the time, it was not certain that the USACE-led repair construction project would be 100% federally funded. However, since it is, that approximate \$3,000,000 million funding was reverted, and funding went to the next unfunded beach projects on the state's project priority list. Fortuitously, nearly \$3.9 million was reappropriated to our very own project at St. Andrews State Park via state grant contract 21BA2, as described above. In addition, FDEP agreed to encumber a small amount of the funding planned for reversion into post-construction monitoring via state grant contract 21BA1, as described above.

### ***State (FDEP) FY 2019-2020 Funding Request***

On August 1<sup>st</sup>, 2018, I submitted a detailed state grant funding request package for FY 2019-2020. The request included \$94,050 in new state funding for the 3<sup>rd</sup> year post-construction monitoring activities. This money was successfully secured as part of the Legislative process, and the funds were encumbered in a new state grant contract 20BA1, as described above. We have not yet tapped these monitoring monies because I am still actively billing to state grant contract 19BA2.

### ***State (FDEP) FY 2018-2019 Funding Request***

The Panama City Beaches project requested, and the State Legislature appropriated \$986,367 (construction) and \$205,683 (monitoring) in the state's FY 18-19 budget. This money was successfully secured as part of the Legislative process, and the funds were encumbered in state grant contracts 19BA1 and 19BA2, as described above. State grant 19BA1 was closed in July 2019, and I am still actively billing to state grant contract 19BA2 for 2020 and 2021 monitoring activities as described above.

## **Beach & Borrow Area Surveying/Monitoring**

### ***Beach and Borrow Area Monitoring***

Our state permit requires annual beach and, in some years, borrow area surveys with detailed reporting following completion of each beach renourishment project. The annual monitoring also provides the beach renourishment team and the TDC Board of Directors an opportunity to evaluate the overall health of the entire beach management project area to estimate and forecast future partial and full renourishment projects.

### ***2020/2021 Beach and Borrow Area Monitoring***

The USACE conducted a survey in the November 2019 timeframe to update and finalize the beach renourishment project design. The beach had not changed significantly since the USACE's post-Michael survey in November 2018. Rather than conduct another beach survey in spring 2020 as required by permit, I requested and secured a waiver from FDEP due to the USACE having just conducted a survey and anticipating the USACE's construction event planned – at that time – for 2020/21. I also requested and secured a delay of the borrow area 11 surveying and monitoring required at the spring 2020 survey interval, shifting it to coincide with the post-

## Exhibit A

construction beach monitoring anticipated following construction. This waiver results in a total cost-savings of approximately \$150,000.

Following Hurricane Sally, the USACE once again conducted a post-storm survey (September 2020). In addition, they are currently conducting a full pre-construction survey of the construction area (small gap in central project area where construction was not justified). I again requested and am waiting on concurrence from FDEP that due to the USACE having conducted the post-Sally survey, the pre-construction resurvey, and anticipating the USACE's construction event planned for 2021/22, that a full comprehensive survey be waived until post-construction/spring 2022. In addition, I requested that the still outstanding borrow area 11 post-construction survey also be conducted as part of the comprehensive post-construction survey. I am still waiting on FDEP to confirm these changes.

### ***2022 Post-Construction Beach and Borrow Area Monitoring***

We will very likely be locally responsible for performing the immediate full post-construction beach and borrow area survey following the completion of the USACE-led 2021/22 construction project, with timing unknown. There is a small chance the USACE will conduct some of the required monitoring, but this is not likely. Regardless, I will make sure we meet our permit-required surveying by coordinating the necessary scopes of work with the coastal engineering consultants. I will prepare the documents and conduct the coordination with Bay County to finalize coastal engineering task orders for this work. Finally, I will coordinate so that the scope of work and their associated detailed costs are formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the task orders.

## **Sea Turtle Nesting Monitoring**

### ***2021-22 Sea Turtle Nesting Monitoring***

Per our beach renourishment state and federal permits, sea turtle nesting monitoring is required during the initial year following beach renourishment construction and for the three subsequent years. Sea turtle nesting season occurs from May 1<sup>st</sup> to October 31<sup>st</sup>. The monitoring is also required per beach cleaning permits, so is accomplished every year regardless of the beach renourishment permit.

The 2021 sea turtle nesting monitoring program is wrapping up and was once again led this year by Kennard Watson and Panama City Beach Turtle Watch, Inc., formally Turtle Watch, St. Andrews Bay Resource Management Association (RMA). As of today, Turtle Watch relocated two sea turtle nests due to the anticipated construction project, which hasn't been done in many years.

I will lead the process and work with the TDC Director and Bay County to secure the necessary monitoring program and contract with Panama City Beach Turtle Watch, Inc. for the 2022 sea turtle nesting season. I will coordinate with the State to confirm that the scope of work and their associated detailed costs are formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the contract.

## **Scarp Leveling and Tilling, and Scarp Monitoring**

### ***Tilling 2018-21***

Per our beach renourishment state and federal permits and authorizations, scarp leveling and tilling of the beach are required prior to sea turtle nesting season (May 1<sup>st</sup> to October 31<sup>st</sup>) and

## Exhibit A

preferably before the beginning of bird nesting season (February 15<sup>th</sup>) for the initial year following beach renourishment construction and for the three subsequent years following the upcoming 2021/22 beach renourishment projects. Scarp leveling and tilling will now continue until 2024 or 2025, depending on the timing of the 2020/21 construction. Scarps are steep, vertical drops of the beach berm caused by high water events or high tides; these scarps are of concern for sea turtle nesting and hatchling emergence. In addition, the permits require weekly scarp monitoring during sea turtle nesting season.

Once construction of the 2021/22 beach renourishment project is complete, I will once again work with Bay County Purchasing to develop and advertise an invitation to bid for a tilling contractor for the three-year permit-required tilling, like the process in 2017. The immediate 2022 post-construction tilling work may be incorporated into the USACE-led beach renourishment construction contract with GLDD. The bid package will include updated technical specifications and project areas related to the 2020/21 construction project areas. I will coordinate the update to the technical specifications with CPE. Once a contractor has been secured, I will prepare the documents and conduct the coordination with Bay County and the Bay County TDC to finalize the contract and execute the first task order for this work. Finally, I will coordinate so that the work is formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the task orders.

I will coordinate with Bay County to issue the first task order for the first year of work. I will coordinate and oversee the execution of the tilling and any initial scarp leveling by the contractor. Finally, I will coordinate with the State to confirm that the task order and its associated detailed costs are formally incorporated into a state grant contract and reimbursed.

### *Scarp Monitoring 2021-22*

As noted above, scarp monitoring is also required post-construction. I will oversee the permit-required weekly scarp monitoring. Currently, this work is performed by the beach cleaning contractor, Coastal Parasail, as part of that contract. One of the beach cleaning contractor's personnel will verbally review the weekly measurements with me, and I maintain the reporting as well as communicate and coordinate with the state and federal agencies and our sea turtle nesting monitoring contractor regarding if and where the scarps are large and persistent enough to require leveling. If deemed necessary by the agencies, I will work with the TDC Director to issue work orders to the contractor to level scarps, which will require close coordination with the state and federal agencies and our sea turtle nesting monitoring contractor. Additional scarp leveling can be necessary in the first couple years following beach renourishment construction as the project equilibrates; however, no persistent scarp activity was noted in 2018-2020.



**BEACH RENOURISHMENT MANAGEMENT CONSULTING SERVICES**  
**SCOPE OF WORK – PANAMA CITY BEACHES**  
**LISA H. ARMBRUSTER, *SUSTAINABLE BEACHES, LLC***

August 19<sup>th</sup>, 2021

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During the next fiscal year, I will serve as the Bay County TDC's beach renourishment project manager for all work and contracts associated with the ongoing planning, construction, and monitoring of the Panama City Beaches renourishment program. As project manager in all beach renourishment management activities, I will serve under the Bay County TDC Director as the liaison between the Bay County TDC/Bay County Board of County Commissioners (BOCC) and the U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), U.S. Fish & Wildlife Service (FWS), Florida Fish and Wildlife Conservation Commission (FWC), coastal engineering master services firms – MRD Associates, Inc.(MRD)/Dewberry, and Coastal Protection Engineering, LLC(CPE)/APTIM, the Bay County TDC attorney, Bay County staff, and other beach-related contractors on any beach renourishment management related projects and issues.

I will lead, manage, and coordinate the efforts for all beach renourishment planning, design, permitting, construction, and monitoring activities. I will also manage all grant requests, contracts, and funding associated with the beach renourishment program, and I will coordinate with the Bay County TDC Director/Bay County Finance and FDEP to submit the necessary reports and reimbursement billings. I will track the beach renourishment permit conditions and authorization requirements (state and federal) to establish and maintain compliance with specific conditions and requirements. I will assist in the development and approval of coastal engineering master services selected firm(s) scopes of work associated with beach renourishment activities. Additionally, I will manage all beach renourishment related Bay County Request for Proposals (RFPs)/Request for Qualifications (RFQs), contracts, and task orders. I will conduct the necessary coordination and complete the Novus Agenda documents for BOCC approval and execution for all the beach renourishment related contracts and task orders.

I will serve as the point of contact on all beach renourishment management related activities with state and federal agencies, the Bay County TDC Board and staff, Bay County Commissioners and staff, City of Panama City Beach Council members and staff, and the Panama City Beach community. I will handle any beach renourishment management inquiries from Panama City Beach residents or visitors that inquire to the TDC, as well interview/information requests from the media.

**Attachment A** provides a detailed description of the principal projects and issues associated with the beach renourishment management program, as well as the work I will manage and perform over the next 12-month period. For context, I've also provided a summary of both recently completed and upcoming tasks. Notably, this fiscal year's priority task will be working with the USACE-Mobile District and Panama City field office as they implement the construction of a Hurricane Michael and Sally repair renourishment project. Following completion of the beach renourishment construction project, we will need to coordinate with City of Panama City Beach and Bay County Code Enforcement staff to complete permit-required sea turtle lighting surveys and property owner notifications.

The condition of the shoreline at St. Andrews State Park has become more critically eroded over the last several years. To try to take advantage of a dredging contractor being on site for the upcoming USACE-led project, we issued task orders to expedite design, permitting, and contract bid documents for a beach restoration at St. Andrews State Park. Simultaneously, we are also pursuing and are close to formally partnering with the USACE via execution of a Memorandum of

## Exhibit A

Agreement, to provide all the funding for, but have the USACE construct the project as part of the USACE-led repair construction project of the greater Panama City Beaches.

In terms of state grant contract funding, I will work and coordinate with the State and Bay County on continuing to request reimbursement under state grant contracts 19BA2, 20BA1, and eventually 21BA1, 21BA2, 22BA2, and 22BA3. I will prepare an annual submittal for our FY 2023-2024 state funding request, and both monitor and address any related issues. I will also manage the 2022 beach and borrow area monitoring, 2021 and 2022 sea turtle nesting monitoring, and 2022 tilling and scarp monitoring and leveling projects and tasks.

Two additional anticipated tasks include the following: assist in developing the Bay County Fund 127 (Third Cent Trust Fund) annual budget; and maintain, via consultation and coordination with FDEP, a beach cleaning permit issued to the Bay County TDC for trash pick-up and beach cleaning and grooming.

### **Panama City Beach On-Site Visits and In-State Travel**

During the next fiscal year, I will travel to Panama City Beach for a minimum of 10, and a maximum of 15, visits. To the maximum extent practical, I will coordinate the visits with beach inspections and construction-related activities; Bay County TDC Board meetings; BOCC meetings; and any other on-site meetings or workshops with the TDC Director, TDC board and staff, Bay County Commissioners and staff, City of Panama City Beach Council members and staff, the USACE, FDEP, FWS, FWC, etc. During these visits, I will also visually inspect and monitor the beach. I will coordinate on-site visits and attendance at TDC Board and BOCC meetings with the TDC Director. I will also attend any necessary meetings with coastal engineering master services firm(s), USACE, FDEP, FWS, and/or FWC in Tallahassee and Jacksonville, Florida.

### **Storm Event Emergency**

Immediately prior to and following a storm event and at the request of the TDC Director, I will immediately coordinate with the local coastal engineering master services firm(s) to assess the beach erosion conditions, and I will travel to Panama City Beach to assess the conditions as warranted. I will coordinate and communicate the beach erosion damage assessment to both state and federal agencies and will engage the USACE, if applicable. I will assess the necessity of post-storm beach surveying and erosion analysis and expeditiously coordinate that work with coastal engineering master services firm(s), FDEP, USACE, and the Bay County TDC/Bay County. I will also pursue and coordinate any eligible state and/or federal storm recovery funding.

### **Beach Renourishment Management Consulting Services Fee**

The cost of the beach renourishment management consulting service is \$126,000 for a one-year period, payable monthly. All labor and expenses are included except for travel expenses (mileage reimbursement or rental car/gas, accommodations, and meals) associated with out-of-state meetings, storm event emergencies, or additional travel to Panama City Beach beyond the on-site visits and in-state travel described above. Any additional, unexpected work (oil spill, for example) outside the scope outlined by this document and requested and approved by the Bay County TDC Director will be billed in detail at an hourly rate of \$100/hour.

**BEACH RENOURISHMENT MANAGEMENT PROGRAM**  
**ATTACHMENT A**  
**PRINCIPAL TASKS AND ISSUES**  
As of August 19<sup>th</sup>, 2021

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The following paragraphs detail the principal projects and issues associated with beach renourishment management as of August 19<sup>th</sup>, 2021. These efforts include work that I am currently performing, as well as the work I anticipate, in my role as the beach renourishment manager, to continue in the next fiscal year. Notably, the Third Cent Bed Tax Trust Fund supports all beach renourishment related tasks, including beach renourishment construction projects; beach renourishment management position; coastal engineering consulting services required for planning, designing, permitting, and monitoring the beach renourishment projects; sea turtle nesting monitoring; tilling and scarp leveling; legal services; and lobbying consulting services.

**Coastal Engineering Master Services Contracts**

The Bay County coastal engineering master services contracts with APTIM and Dewberry expired in December 2020 after a five-year renewal of an initial five-year contract. During 2020, I worked with Bay County Purchasing to develop a Request for Qualifications (RFQ) package. I continued to work with Purchasing as Bay County RFQ 21-02 was advertised, responses received, and participated as an evaluator of the four submittals. I coordinated extensively with Purchasing, the Bay County TDC Attorney, and the County Attorney to finalize the awards and contracts with Coastal Protection Engineering LLC with APTIM as a sub-consultant and MRD Associates, Inc. with Dewberry as a subconsultant. I completed the necessary coordination and document preparation with Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the master services contracts in February 2021. The contracts are good for five years, and all task orders under the master services go before the Bay County TDC, and depending on scope/cost, are executed by the Bay County TDC Director, the County Manager, or go before the Bay County Board of County Commissioners.

**2021/22 USACE-Led Repair Beach Renourishment Construction Project and Federal and State Permitting Issues**

***Repair Beach Renourishment Construction Project***

During late 2019 and into 2020, the USACE-Mobile District continued to finalize the design, drawings, and specs for a Hurricane Michael repair renourishment project. They completed an updated LiDAR survey in November 2019 to finalize a project volume of approximately 1.5 million cubic yards (cy) within two project areas – the east end from St. Andrews State Park (not including the park) to Ocean Towers, and the west end from Pinnacle Port to Seachase. Notably, the post-Michael analysis conducted by the USACE determined the storm had caused a loss of 656,000 cy. The federal hurricane supplemental package allowed the USACE to also restore the project to its full project profile (1.4 million cy total) at 100% federal expense, which is unprecedented. I expected us to at least have a regular local, non-federal share of 37% applied only to the volume required to bring the project to its full template above and beyond the Hurricane Michael losses.

Because this is a USACE-led project, as in 2005-06 and 2011, the project also required a Cooperation Agreement (CA). In late spring 2020, I coordinated the review and execution of the CA with the TDC Attorney and the County Attorney. Thankfully, the agreement was like those

## Exhibit A

executed for all previously constructed USACE projects. I conducted the necessary coordination and completed the Novus Agenda documents for BOCC approval for the CA, and the agreement was executed by Bay County in June 2020.

The USACE advertised the project in early August 2020 with bids anticipated being due September 10<sup>th</sup> and a contract award around mid-October. With Hurricane Sally projected to impact Panama City Beach, the USACE extended the deadline and eventually paused the bidding process. Hurricane Sally made landfall at Gulf Shores, Alabama on September 16<sup>th</sup> as a Category 2 storm, and the storm caused additional erosion along Panama City Beach. The USACE conducted a LiDAR survey to assess the volume lost – on the order of 600,000 cy. The USACE pursued and gained approval to adjust the Hurricane Michael repair beach renourishment project to include the losses associated with Hurricane Sally, to bring the total to just over 2.0 million cy – again, all at 100% federal cost. The erosion pattern also justified extending the western project to the east to the City Pier area. The project was bid out in late 2020, and the USACE awarded the contract to Great Lakes Dredge & Dock (GLDD) in March 2021. Project construction is expected to commence in September and complete in early 2022.

The USACE-Mobile District will manage the overall project's contractor; however, the USACE-Panama City (PC) field office will administer the actual on-the-ground construction management of the project, just as it did in 2005-06 and 2011. While the local USACE-PC field office will have a team of engineers and inspectors on the project, I am recommending that the TDC also supplement that by contracting with both MRD with their sub-consultant Dewberry, to have adequate eyes and ears on the ground seven days a week, as well as contracting with CPE/APTIM to assist with coordination on permit-related requirements and issues, and construction template and design issues.

I will remain extremely involved in the project and in constant daily contact with the USACE-Mobile District and PC field office, as well as with our MRD and Dewberry inspection team. As part of the management of the construction project, I will also monitor and assist as needed, the necessary day-to-day communication between the USACE teams, the beach renourishment dredging contractor, our management team, the shorebird and sea turtle (if necessary) monitors, FWC, and FWS. I will coordinate with our team of MRD, Dewberry, and CPE to monitor and confirm that specific state and federal permit conditions are met by the USACE and/or our team and that sea turtle nesting monitoring, shorebird monitoring, tilling, and other required construction-related activities are also planned for and implemented by the appropriate entities.

Finally, I will also coordinate routine updates and information for TDC visitor services staff on project schedules and locations, and I anticipate fielding questions from property owners and visitors regarding the project. In addition, I have developed a detailed Q/A document for the project that is incorporated into a dedicated beach renourishment construction website page hosted by the Bay County TDC. I will continue to coordinate with CPE GIS staff to keep the construction schedule mapping up to date based on schedules supplied by the USACE and GLDD, and I will work with the TDC website staff to ensure the website is also maintained with this important information.

### ***Federal Permit and Federal Agencies Coordination***

As part of the planning, design, and eventual construction of the USACE-led beach renourishment construction project, there are a couple outstanding federal environmental issues. We have been attempting to address these issues over the past couple of years, but without an imminent construction project, our requests were not a priority. Now, due to the upcoming construction project, and with the formal request to modify our federal permit to add St. Andrews State Park, I expect to resolve at least one of these open issues.

During the 2017 beach renourishment construction project, the permit-required sea turtle trawler relocated a leatherback sea turtle (species not covered by the BO) and met the limit for

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relocations of the other authorized sea turtle species. While these relocation numbers did not cause cessation or interruption of dredging, we had to request that the USACE Regulatory Division (led out of Panama City through Jacksonville) re-open consultation with the National Marine Fisheries Service (NMFS) to re-evaluate the relocation trawling limits contained in their BO, which is incorporated into the federal permit. Given that the 2017 renourishment construction went very rapidly with concurrent dredges working less than 2 months, these sea turtle relocation limits will undoubtedly be reached during future projects. With the assistance of APTIM/CPE environmental staff, we requested years ago that USACE-PC Regulatory Office consult with NMFS to modify our federal permit for future renourishment construction projects. Once again, engaging the USACE and NMFS to act on our request has been challenging without an active project on the horizon. Fortunately, the request to modify our federal permit officially engaged the NMFS, and this issue will hopefully be resolved as part of their consultation to add St. Andrews State Park to the federal permit.

The second issue dates to late 2016, when we overcame an outstanding issue regarding an “average annual” Northwest FL beach renourishment construction “mileage cap” contained in the Regional FWS Biological Opinion (BO). While not listed as a specific condition in the federal permit, the BO is, in fact, incorporated into the federal permit. This remained a potential outstanding issue because the mileage cap seeks to limit the mileage of beach renourishment projects constructed each year within the entire Florida Panhandle *during sea turtle nesting season*. Notably, the mileage cap is greater (and more manageable) for storm response beach renourishment projects, which the current 2021-22 project *should* be. Per a meeting with FWS and their instructions, in March 2015, we submitted a detailed construction phasing plan to address their requirement of “small” construction beach segments. FWS indicated that the plan was insufficient, and we resubmitted the plan with revisions in September 2015. We received approval of this plan in June 2016 via email from FWS. With the successful completion of the construction phasing plan, FWS may still need to formally amend the BO, and the federal permit may or may not need to be amended. We have submitted this request, but there has been no formal action from FWS. Again, this mileage cap issue and the outstanding construction phasing plan are only an issue for construction *during* sea turtle nesting season. Under our current federal permit and BO, we are not limited with our construction efforts outside of nesting season (and thus were not limited during the 2017 beach renourishment construction project). Engaging the FWS to act on our request during the last couple of years has not been easy, likely because we were not actively planning a full-scale renourishment project of our entire project area. Given the upcoming project is scheduled to be built almost entirely outside of sea turtle nesting season, this issue is still not a priority at the FWS. Notably, and possibly most importantly, I am not aware of any other panhandle projects having an issue with this supposed “mileage cap” and have not heard it discussed.

### ***State Permit – Sea Turtle Lighting Surveys***

Per our state permit and federal authorizations, two lighting surveys (May/July) and corresponding Bay County and City of Panama City Beach Code Enforcement actions are required for all properties where sand is to be placed as part of the anticipated 2021/22 renourishment construction project. I will recommend development of a scope of work for an environmental consultant with adequate technical experience in sea turtle lighting to conduct the sea turtle lighting survey, just as was done with the re-survey in the summer of 2018 following the 2017 construction project. I will conduct the necessary coordination and document preparation with Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of a task order for the lighting surveys, report, and coordination of results with code enforcement staff.

Per state and federal permits and authorizations, I will need to provide the agencies (FWS and FWC) the full sea turtle lighting report consisting of two lighting surveys as well as both corresponding sets of City of Panama City Beach and Bay County Code Enforcement actions/notices documentation. Following that submittal, I anticipate a permit-required meeting

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with the agencies and Code Enforcement staff to discuss the report and actions by Code Enforcement.

### **St. Andrews State Park**

The erosion at St. Andrews State Park has become more critical over the last several years, with both large (2018, Hurricane Michael) and small (2020, Tropical Storm Cristobal) storms causing additional erosion and scarping of the dune system. In September 2020, Hurricane Sally caused additional alarming damage including breaching the western jetty. The Florida Park Service had reached out to me just prior to Hurricane Michael to open a dialogue with the TDC and Bay County about whether and how the State Park could be incorporated into our 18.5-mile project area. I had already begun cost-estimates for a stand-alone initial restoration project when Hurricane Michael hit. Following the storm and per discussions with the TDC Director, I finalized these calculations and submitted a State Legislative funding request via the annual FDEP Beaches local government funding process for \$14.5 million in state funding (100% state cost-share) for an initial beach restoration at St. Andrews State Park. Per state beach management rules, beach state parks are eligible for 100% state funding (no local share). I cautioned that this is an extremely high project cost that would be challenging, if not impossible, to secure from the state due to how the project will unfortunately score poorly on the state's beach projects priority list.

However, it was quite timely that we took this first step at pursuing this needed funding. Following TS Cristobal, the situation at the State Park beach and along the jetty had grown more dire. At this same time, FDEP was appropriating FY 20/21 beach project funding. As predicted, the St. Andrews State Park project request did not score highly and was well "out of the money." However, there were projects higher on the project priority list than the State Park which did not need to encumber all their funding. In fact, and as discussed below, we could not encumber the \$3 million appropriated to the Panama City Beaches project for the then upcoming 2020/21 construction project because the USACE was fully funding the project. With the news from FDEP Beaches that Bay County would be appropriated \$3.9 million for beach restoration at St. Andrews State Park, I immediately suggested, and the TDC Board approved, moving forward with beach design and to modify our existing beach permits and authorizations using the existing borrow areas to include the park.

I coordinated with the coastal engineering consultants to develop scopes of work for design (Dewberry/MRD) and permitting (APTIM/CPE). I prepared the documents and conducted the coordination with Bay County and the Bay County TDC to finalize and execute task orders for this work, and I conducted the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda document for BOCC approval and execution of the task orders. The original intent and goal were to design, permit, and bid the project locally prior to the USACE completing construction of the 2020/21 project, which was delayed until 2021/22 due to Hurricane Sally.

In late May 2021, as the USACE was finalizing the redesign of the Hurricane Michael repair project to include the Hurricane Sally losses and given the recent attention of the severely eroded state park beach, the USACE investigated whether they could incorporate the park into the upcoming construction project, but with the project entirely locally funded. This would save considerable money in mobilization/demobilization fees (on the order of a few million dollars) that would be required if the project had been bid locally – even with a contractor on site.

Without knowing the chances of the USACE being able to incorporate the construction of a local addition to the federal construction project but knowing that time was of the essence to bid the project out locally while a contractor was on site, I coordinated with MRD/Dewberry to develop a scope of work to finalize the design and prepare contract bid documents so that we could bid the project out locally. I prepared the documents and conducted the coordination with Bay County and the Bay County TDC to finalize and execute the task order for this work, and I conducted the

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necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda document for BOCC approval and execution of the task order.

I prepared the documents and conducted the coordination with Bay County and the Bay County TDC to finalize and execute the task order for this work in August 2021.

Since that time, I have also urgently continued coordination with the Mobile District on the documents required to incorporate the state park construction into their contract with GLDD. At this time, Bay County has executed the required certificate of authority, and I have coordinated with the Bay County Attorney and TDC Attorney to negotiate a Memorandum of Agreement (MOA) with the USACE which allows us to fund the project that they will manage construction of. The MOA has been approved by Bay County, the Mobile District, and the South Atlantic Division, and is planned to be executed by the Bay County Board of Commissioners in September. At this point, we have not ceased on preparing the local contract documents, just in case something falls through, and we need to bid the project locally. If the contract documents are not utilized for this initial construction event, they can also be a good starting point and updated/tweaked when the project is planned for another construction.

The design was completed by MRD in December 2019, and the state and federal permit modification requests were sent to FDEP and the USACE in January 2020. The state permit modification was issued in April 2021, and after I coordinated with CPE, a subsequent administrative modification to that modification was issued in June 2021 to make corrections requested and negotiated with FDEP. The federal permit modification is outstanding; however, we continue to put pressure on the USACE Regulatory team, FWS, and NMFS to complete the modification. They are fully aware that funding has been awarded, and that the intent is for the USACE – via GLDD – to construct the project. When the draft consultations are received from FWS and NMFS, I will coordinate with CPE environmental staff to negotiate, as necessary, reasonable new or changed specific conditions that will be incorporated into the federal permit via modification.

The long-term goal, after completion of the initial construction of a project, is to then move forward with St. Andrews State Park being considered locally and by the state as part of the greater Panama City Beaches project area, although it will not be part of the federal project area or receive a federal cost-share. Notably, FDEP Beaches has agreed with this strategy. Future state funding requests for Panama City Beach would incorporate the State Park into them rather than being a stand-alone request (and typically the Panama City Beach project scores high).

### **State (Florida Department of Environmental Protection) Existing Grants**

#### ***State (FDEP) Funding and Grants Status***

I pursue state cost-sharing on all eligible beach management activities, and we have benefited from securing, encumbering, and receiving reimbursement from the State over the last fifteen years for all eligible activities that we have sought cost-sharing for. Our state grant contracts provide State of Florida cost-sharing for pre-approved beach renourishment related work with monies currently encumbered in 4, soon to be 6, active state grant contracts – 19BA2, 20BA1, 21BA1, and 21BA2; state grant contracts 22BA2 and 22BA3 will be fully encumbered after they are executed in September. I will continue to make the most efficient and expedient use of the funds in our state FDEP grants to maximize benefit to our Third Cent Bed Tax Trust Fund. We must try to remain active and make the most efficient use of our state grant contracts in as timely a manner as possible. I prepare and coordinate with Bay County Finance to submit to FDEP the required quarterly reporting for the grants as well as quarterly detailed reimbursement request billings to grant(s) as applicable. The quarterly billing accounting spreadsheets require detailed and exact invoice and payment details, which I draft and finalize with the assistance of Bay County Finance.



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In addition, I coordinate and assist FDEP in maintaining a task/scope spreadsheet and submit supporting progress reports and deliverables with reimbursement billings.

To manage and track our cost-sharing grants, I maintain detailed accounting spreadsheets of state cost-share funding amounts, approved tasks/scopes of work, existing contracts and task orders, and invoices and billing history. Notably, all work that we expect to receive state cost-sharing for must be pre-approved by FDEP before they will process reimbursement. I will continue to confirm that all scopes of work and contracts are submitted and pre-approved by FDEP prior to the commencement of work. Especially for engineering scopes of work, I will assist coastal engineering master services firm(s) in negotiating any necessary scope of work revisions with FDEP to qualify for state cost-sharing reimbursement. I will conduct the necessary coordination and document preparation between FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the contracts and any ensuing amendments. Notably, the grant process and the grant contract language itself never stay consistent, and these activities require detailed review and coordination with the Bay County TDC Attorney and Bay County Attorney.

### ***State Grant Contract 19BA2***

The County and State executed state grant contract 19BA2 in June 2019, which encumbered \$205,683 in state funding for 2017 through 2021 monitoring. In August 2019, I organized all contract and task order billing documents to include documentation of all task submittals and contractor invoices, creation of a task summary narratives, and, with coordination with Bay County Finance, the completion of the first reimbursement billing package for state grant contract 19BA2. This was a complicated billing given the increase in cost-share on tasks previously paid out through 18BA1, partially paid tasks also paid out through 18BA1, and the remaining tasks that hadn't yet been billed to any grant contracts. I continue to bill to this state grant contract, and we have received approximately \$177,000 to date for monitoring tasks in 2017-2021. We will continue to bill to this contract for the 2021 sea turtle nesting monitoring work and will expend all funds in this grant. The remainder of the 2021 sea turtle nesting monitoring will move to billing to state grant contract 20BA1 as described next.

### ***State Grant Contracts 20BA1, 21BA1, 21BA2, 22BA2, and 22BA3***

There are four state grant contracts that we have yet to bill to. As described above, state grant contracts 21BA1 and 21BA2 have been fully encumbered. State grant contracts 22BA2 and 22BA3 will be fully encumbered when they are executed in September.

The County and State executed state grant contract 20BA1 in October 2019. State grant contract 20BA1 encumbered \$94,050 in state funding reimbursement for post-construction monitoring associated with the 2017 beach renourishment project and was appropriated by the State Legislature in 2019. I still anticipate exhausting all monitoring funds in contract 19BA2 before billing to this grant. While originally intended for cost-sharing for 2017 beach renourishment project post-construction tasks, with the USACE's efforts to provide post-storm surveying, we didn't conduct anticipated surveying, and saved considerable money. The funding can be used for post-construction monitoring for the upcoming 2021-22 construction project.

The County and the State executed state grant contract 21BA1 in June 2021. State grant contract 21BA1 encumbered \$50,000 for post-construction activities and was appropriated by the State Legislature in 2020. State grant contract 21BA2 was executed in June 2021 and encumbered \$3,865,579 for initial restoration of St. Andrews State Park and was also appropriated by the State Legislature in 2020. State grant contract 22BA2 will encumber \$122,265 for post-construction activities and was appropriated by the State Legislature in 2021. And finally, state grant contract 22BA3 will encumber \$11,040,000 in state funding for initial restoration of St. Andrews State Park and was also appropriated by the State Legislature in 2021.

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I will organize all contract and task order billing documents to include documentation of all task submittals and contractor invoices and creation of a monitoring task summary narrative. I will complete the draft reimbursement billing package and will coordinate submittal with and by Bay County Finance to finalize state reimbursement requests under these grants.

### **State (Florida Department of Environmental Protection) FY 2018-24 Funding Requests and State Cost-Sharing Eligibility**

#### ***State (FDEP) FY 2023-2024 Funding Request***

I will prepare a detailed state grant request package for FY 2023-2024 in the summer of 2022. This request is typically due at the end of September, and I will coordinate the submittal of the funding request package under the County Manager's signature.

The annual State Legislative FDEP Beaches grant funding request requires submission of a lengthy narrative, detailed 5-year budget and 10-year plan, funding specifics and administrative commitments, updated beach renourishment resolution, third cent and county comp plan documentation, and other project-specific data and calculations. I prepare an updated Bay County/Bay County TDC beach renourishment resolution and coordinated with the TDC Attorney and County Attorney on the Novus Agenda documents for BOCC approval and execution of the resolution by the County Commission in July 2022.

This submission also requires details – GIS mapping and spreadsheets – associated with our state cost-sharing eligibility as determined by a formula related to zoning, public beach access, and land use. In addition, Rule 62B-36, the Beach Management Funding Assistance Program was revised in August 2020, and the funding request now also includes additional details related to tourist tax, tourist sales tax, value of upland property, and accessible beach area. I coordinate with CPE/APTIM GIS staff to calculate the necessary property value and beach accessible area in the GIS platform as well as maintain the parking and access detailed mapping.

I will respond to any Requests for Additional Information from FDEP on the funding request and provide any additional necessary documentation or mapping. I will evaluate FDEP's scoring and ranking of the project on the beach management funding assistance beach project list, and I will engage and coordinate with FDEP if I do not believe the scoring has been maximized.

#### ***State (FDEP) FY 2022-2023 Funding Request***

Due to the unprecedented funding secured during the FY 21-22 funding process (described below), we had no need for and did not submit a funding request for FY 2022-2023. However, I did prepare, and the County Commission executed an updated beach renourishment resolution to show continued support for the state FDEP funding program, the monies received thus far, and monies expected to be encumbered in the future via the state grant process.

#### ***State (FDEP) FY 2021-2022 Funding Request***

On July 31<sup>st</sup>, 2020, I submitted a detailed state grant funding request package for FY 2021-2022 to the State Legislature through the annual FDEP Beaches local government funding request process. The request included approximately \$2,000,000 in state funding for a potential local share of the anticipated USACE-led repair construction project as modified to include Hurricane Sally repair as well as \$11 million in state funding (100% state cost-share) for complete funding of the \$14.5 million estimated for an initial beach restoration at St. Andrews State Park. At the time, it was not certain that the USACE-led repair construction project would be 100% federally funded.

The State Legislature appropriated beach projects an unprecedented level of funding for the FY 21-22 budget year. The entire state beach management funding project request list was secured as part of the budget. In the meantime, the USACE successfully modified the construction project to include Hurricane Sally losses with no additional local cost share required. Like the FY

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20-21 funding described below, FDEP agreed to encumber a small amount (\$122,265) of the unneeded \$2.0 million construction funding planned for reversion into post-construction monitoring via state grant contract 22BA3 as described above.

### ***State (FDEP) FY 2020-2021 Funding Request***

On July 31<sup>st</sup>, 2019, I submitted a detailed state grant funding request package for FY 2020-2021 to the State Legislature through the annual FDEP Beaches local government funding request process. The request included approximately \$3,000,000 in state funding for the local share of the anticipated USACE-led repair construction project as well as \$14.5 million in state funding (100% state cost-share) for an initial beach restoration at St. Andrews State Park as described above.

At the time, it was not certain that the USACE-led repair construction project would be 100% federally funded. However, since it is, that approximate \$3,000,000 million funding was reverted, and funding went to the next unfunded beach projects on the state's project priority list. Fortuitously, nearly \$3.9 million was reappropriated to our very own project at St. Andrews State Park via state grant contract 21BA2, as described above. In addition, FDEP agreed to encumber a small amount of the funding planned for reversion into post-construction monitoring via state grant contract 21BA1, as described above.

### ***State (FDEP) FY 2019-2020 Funding Request***

On August 1<sup>st</sup>, 2018, I submitted a detailed state grant funding request package for FY 2019-2020. The request included \$94,050 in new state funding for the 3<sup>rd</sup> year post-construction monitoring activities. This money was successfully secured as part of the Legislative process, and the funds were encumbered in a new state grant contract 20BA1, as described above. We have not yet tapped these monitoring monies because I am still actively billing to state grant contract 19BA2.

### ***State (FDEP) FY 2018-2019 Funding Request***

The Panama City Beaches project requested, and the State Legislature appropriated \$986,367 (construction) and \$205,683 (monitoring) in the state's FY 18-19 budget. This money was successfully secured as part of the Legislative process, and the funds were encumbered in state grant contracts 19BA1 and 19BA2, as described above. State grant 19BA1 was closed in July 2019, and I am still actively billing to state grant contract 19BA2 for 2020 and 2021 monitoring activities as described above.

## **Beach & Borrow Area Surveying/Monitoring**

### ***Beach and Borrow Area Monitoring***

Our state permit requires annual beach and, in some years, borrow area surveys with detailed reporting following completion of each beach renourishment project. The annual monitoring also provides the beach renourishment team and the TDC Board of Directors an opportunity to evaluate the overall health of the entire beach management project area to estimate and forecast future partial and full renourishment projects.

### ***2020/2021 Beach and Borrow Area Monitoring***

The USACE conducted a survey in the November 2019 timeframe to update and finalize the beach renourishment project design. The beach had not changed significantly since the USACE's post-Michael survey in November 2018. Rather than conduct another beach survey in spring 2020 as required by permit, I requested and secured a waiver from FDEP due to the USACE having just conducted a survey and anticipating the USACE's construction event planned – at that time – for 2020/21. I also requested and secured a delay of the borrow area 11 surveying and monitoring required at the spring 2020 survey interval, shifting it to coincide with the post-

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construction beach monitoring anticipated following construction. This waiver results in a total cost-savings of approximately \$150,000.

Following Hurricane Sally, the USACE once again conducted a post-storm survey (September 2020). In addition, they are currently conducting a full pre-construction survey of the construction area (small gap in central project area where construction was not justified). I again requested and am waiting on concurrence from FDEP that due to the USACE having conducted the post-Sally survey, the pre-construction resurvey, and anticipating the USACE's construction event planned for 2021/22, that a full comprehensive survey be waived until post-construction/spring 2022. In addition, I requested that the still outstanding borrow area 11 post-construction survey also be conducted as part of the comprehensive post-construction survey. I am still waiting on FDEP to confirm these changes.

### ***2022 Post-Construction Beach and Borrow Area Monitoring***

We will very likely be locally responsible for performing the immediate full post-construction beach and borrow area survey following the completion of the USACE-led 2021/22 construction project, with timing unknown. There is a small chance the USACE will conduct some of the required monitoring, but this is not likely. Regardless, I will make sure we meet our permit-required surveying by coordinating the necessary scopes of work with the coastal engineering consultants. I will prepare the documents and conduct the coordination with Bay County to finalize coastal engineering task orders for this work. Finally, I will coordinate so that the scope of work and their associated detailed costs are formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the task orders.

## **Sea Turtle Nesting Monitoring**

### ***2021-22 Sea Turtle Nesting Monitoring***

Per our beach renourishment state and federal permits, sea turtle nesting monitoring is required during the initial year following beach renourishment construction and for the three subsequent years. Sea turtle nesting season occurs from May 1<sup>st</sup> to October 31<sup>st</sup>. The monitoring is also required per beach cleaning permits, so is accomplished every year regardless of the beach renourishment permit.

The 2021 sea turtle nesting monitoring program is wrapping up and was once again led this year by Kennard Watson and Panama City Beach Turtle Watch, Inc., formally Turtle Watch, St. Andrews Bay Resource Management Association (RMA). As of today, Turtle Watch relocated two sea turtle nests due to the anticipated construction project, which hasn't been done in many years.

I will lead the process and work with the TDC Director and Bay County to secure the necessary monitoring program and contract with Panama City Beach Turtle Watch, Inc. for the 2022 sea turtle nesting season. I will coordinate with the State to confirm that the scope of work and their associated detailed costs are formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the contract.

## **Scarp Leveling and Tilling, and Scarp Monitoring**

### ***Tilling 2018-21***

Per our beach renourishment state and federal permits and authorizations, scarp leveling and tilling of the beach are required prior to sea turtle nesting season (May 1<sup>st</sup> to October 31<sup>st</sup>) and

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preferably before the beginning of bird nesting season (February 15<sup>th</sup>) for the initial year following beach renourishment construction and for the three subsequent years following the upcoming 2021/22 beach renourishment projects. Scarp leveling and tilling will now continue until 2024 or 2025, depending on the timing of the 2020/21 construction. Scarps are steep, vertical drops of the beach berm caused by high water events or high tides; these scarps are of concern for sea turtle nesting and hatchling emergence. In addition, the permits require weekly scarp monitoring during sea turtle nesting season.

Once construction of the 2021/22 beach renourishment project is complete, I will once again work with Bay County Purchasing to develop and advertise an invitation to bid for a tilling contractor for the three-year permit-required tilling, like the process in 2017. The immediate 2022 post-construction tilling work may be incorporated into the USACE-led beach renourishment construction contract with GLDD. The bid package will include updated technical specifications and project areas related to the 2020/21 construction project areas. I will coordinate the update to the technical specifications with CPE. Once a contractor has been secured, I will prepare the documents and conduct the coordination with Bay County and the Bay County TDC to finalize the contract and execute the first task order for this work. Finally, I will coordinate so that the work is formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the task orders.

I will coordinate with Bay County to issue the first task order for the first year of work. I will coordinate and oversee the execution of the tilling and any initial scarp leveling by the contractor. Finally, I will coordinate with the State to confirm that the task order and its associated detailed costs are formally incorporated into a state grant contract and reimbursed.

### *Scarp Monitoring 2021-22*

As noted above, scarp monitoring is also required post-construction. I will oversee the permit-required weekly scarp monitoring. Currently, this work is performed by the beach cleaning contractor, Coastal Parasail, as part of that contract. One of the beach cleaning contractor's personnel will verbally review the weekly measurements with me, and I maintain the reporting as well as communicate and coordinate with the state and federal agencies and our sea turtle nesting monitoring contractor regarding if and where the scarps are large and persistent enough to require leveling. If deemed necessary by the agencies, I will work with the TDC Director to issue work orders to the contractor to level scarps, which will require close coordination with the state and federal agencies and our sea turtle nesting monitoring contractor. Additional scarp leveling can be necessary in the first couple years following beach renourishment construction as the project equilibrates; however, no persistent scarp activity was noted in 2018-2020.

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

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

1. Project Title (Project): \_\_\_\_\_ Agreement Number: \_\_\_\_\_

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

Grantee Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Grantee Address: \_\_\_\_\_ FEID: \_\_\_\_\_  
(Grantee)

3. Agreement Begin Date: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

4. Project Number: \_\_\_\_\_ Project Location(s): \_\_\_\_\_  
(If different from Agreement Number)

Project Description: \_\_\_\_\_

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: \_\_\_\_\_

6. Department's Grant Manager	Grantee's Grant Manager
Name: _____	Name: _____
_____ or successor	_____ or successor
Address: _____	Address: _____
_____	_____
_____	_____
Phone: _____	Phone: _____
_____	_____
Email: _____	Email: _____

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

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.



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ORCP Additional Signatures

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DEP Grant Manager

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DEP QC Reviewer

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Local Sponsor may add additional signatures if needed below.

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

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

#### **7. Financial Consequences for Nonperformance.**

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

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

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

#### **11. Retainage.**

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

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

#### **12. Insurance.**

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

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

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

#### **15. Events of Default.**

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

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

## **16. Suspension of Work.**

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

## **17. Force Majeure.**

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

## **18. Indemnification.**

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



otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

### **23. Compliance with Federal, State and Local Laws.**

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

### **24. Scrutinized Companies.**

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

### **25. Lobbying and Integrity.**

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

### **26. Record Keeping.**

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

### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

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

## **29. Independent Contractor.**

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

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

## **Attachment 1**

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

### **31. Guarantee of Parent Company.**

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

### **32. Survival.**

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

### **33. Third Parties.**

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

### **34. Severability.**

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

### **35. Grantee's Employees, Subcontractors and Agents.**

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

### **36. Assignment.**

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

### **37. Compensation Report.**

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

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 22BA2**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is the St. Andrews State Park Restoration. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

See Attachment 3, Grant Work Plan.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

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

**11. Subcontracting.**

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

**12. State-owned Land.**

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** St. Andrews State Park Restoration

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R92 and R97 along the Gulf of Mexico in Bay County, Florida.

**PROJECT BACKGROUND:** The St. Andrews State Park Restoration Project consists of the restoration of 0.8 miles of shoreline. The Project was significantly impacted by Hurricane Michael in 2018 that caused an erosional loss of 27,000 cubic yards of sand. The restoration consists of the placement of approximately 600,000 cubic yards of sand with the goal to incorporate the St. Andrews State Park segment into the neighboring Panama City Beaches Shore Protection Project.

**PROJECT DESCRIPTION:** The Project consists of construction and first-year post-construction monitoring.

**PROJECT ELIGIBILITY:** The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$11,040,000.00 for this Project or up to 100 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. To the extent applicable, it is understood and agreed that for portions of the Project which are located within lands owned and managed by the Department's Division of Recreation and Parks, no cost share for construction activities shall be required of the Local Sponsor, and the Project costs for such portions shall be paid by the Department. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.



## Acronyms:

DEP – Florida Department of Environmental Protection  
F.A.C. – Florida Administrative Code  
F.S. – Florida Statutes  
FWC – Florida Fish and Wildlife Conservation Commission

## TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

### Task 1: Construction

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

### Task 2: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-

construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

**Task Description:** This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

**Deliverable:** For each interim or final payment, the Local Sponsor will provide a Task Summary Report signed by Local Sponsor containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

#### Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
1	Construction	100.00%	\$11,000,000.00	\$0.00	\$11,000,000.00
2	Monitoring	100.00%	\$40,000.00	\$0.00	\$40,000.00
	<b>TOTAL PROJECT COSTS</b>		<b>\$11,040,000.00</b>	<b>\$0.00</b>	<b>\$11,040,000.00</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$11,000,000.00	07/01/2021	09/30/2024
2	Monitoring	Contractual Services	\$40,000.00	07/01/2021	09/30/2024
Total:			\$11,040,000.00		

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

**Attachment 4**

**1. Public Records.**

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

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

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

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

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

**Attachment 5**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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

**Attachment 5**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

**Attachment 5**

3 of 6

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

## **PART V: RECORD RETENTION**

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

# EXHIBIT – 1

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

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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



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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	21-22	37.003	Beach Management Funding Assistance	11,040,000.00	140126
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$11,040,000.00	
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

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

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**EXHIBIT A**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
QUARTERLY PROJECT PROGRESS REPORT**

**Name of Project:** \_\_\_\_\_

**Local Sponsor:** \_\_\_\_\_

**DEP Agreement Number:** \_\_\_\_\_

**Report Year:** \_\_\_\_\_

**Report Period (select one):**

Q1: Jan – Mar 31

Q2: Apr – Jun 30

Q3: Jul – Sep 30

Q4: Oct – Dec 31

**For each task, include the following information:** Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. (*Use additional pages, if needed*).

**Task 1:** \_\_\_\_\_

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**Task 2:** \_\_\_\_\_

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**Task 3:** \_\_\_\_\_

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**Task 4:** \_\_\_\_\_

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## EXHIBIT C

### FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM REQUEST FOR PAYMENT PART I – PAYMENT SUMMARY

**Name of Project:** St. Andrews State Park Restoration

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA2

**Remittance Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Billing Number:** \_\_\_\_\_

Billing Type: ☐ Interim Billing ☐ Final Billing

#### Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____
*if applicable			

#### Cost Summary:

State Funds Obligated  
\$ \_\_\_\_\_

Local Funds Obligated  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Previous Payment  
\$ \_\_\_\_\_

Less Previous Credits  
\$ \_\_\_\_\_

Less Previous Retained  
\$ \_\_\_\_\_

Less This Credit  
\$ \_\_\_\_\_

Less This Payment  
\$ \_\_\_\_\_

Local Funds Remaining  
\$ \_\_\_\_\_

Less This Retainage  
\$ \_\_\_\_\_

State Funds Remaining  
\$ \_\_\_\_\_

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART II – REIMBURSEMENT DETAIL**

DEP Agreement Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Billing Number: \_\_\_\_\_

Billing Period (1): \_\_\_\_\_

Individual Completing Form (2): \_\_\_\_\_

Phone Number (2): \_\_\_\_\_

**REIMBURSEMENT DETAIL**

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount (4)	Eligible Amount (5)	% Fed Share (6)	Federal Share of Eligible Amount (7)	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Requested Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
								-		<b>Totals</b>	-		-	-	-	-	-

**Total Due to Local Sponsor (15)** \_\_\_\_\_

**Form Instructions:**

- Billing Period: Period when services were conducted (beginning date: earliest date of services conducted; end date: latest date of services conducted).
- Person responsible for completing this form: Name and phone number if contact is needed.
- Task #/SOW #: Insert a Task #/SOW # for each invoice. If invoice covers multiple Task#/SOW#, then that invoice should be listed multiple times, a line item for each deliverable.
- Invoice amount: Full amount of invoice.
- Eligible Amount: Invoice amount paid by Local Sponsor less ineligible cost for line item deliverable only.
- % Federal Share: If applicable, the federal cost share percentage listed in Agreement.
- Federal Share of Eligible Amount: If applicable, Local Sponsor will multiply Eligible Amount (5) by % Federal Share (6).
- Non-Federal Share: Eligible Amount (5) minus Federal Share of Eligible Amount (7).
- % State Share: The state cost share percentage listed in Agreement.
- State Share: Multiply Non-Federal Share (8) by % State Share (9).
- Local Share: Subtract State Share (10) from Non-Federal Share (8).
- Requested Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
- Withheld Retainage: Multiply State Share (10) by 10%.
- State Payment: Subtract Withheld Retainage (13) from State Share (10).
- Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

**Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**

**\*\*For questions or concerns regarding this form please contact: Janice Simmons, Fiscal Administrator, 850-245-7620, [Janice.L.Simmons@FloridaDEP.gov](mailto:Janice.L.Simmons@FloridaDEP.gov)**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART III – INVOICE REPORT**

**Name of Project:** St. Andrews State Park Restoration

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA2

**Billing Number:** \_\_\_\_\_

**Invoice Report Period:** \_\_\_\_\_

(Describe progress accomplished during the invoice report period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

**The following format should be followed:**

**Task 1:**

**Progress for this invoice billing period:**

**Identify any delays or problems encountered:**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART IV – CERITIFICATION OF DISBURSEMENT REQUEST**

**Name of Project:** St. Andrews State Park Restoration

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA2

**Billing Number:** \_\_\_\_\_

**Certification:** I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Attachment 3, Grant Work Plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART V – COMPLETION CERTIFICATION**

**Name of Project:** St. Andrews State Park Restoration

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA2

Task Completion ☐ (List Tasks) \_\_\_\_\_

Agreement Completion ☐

\*I hereby certify that the above mentioned project task(s) has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the final federal accounting has been completed.

\_\_\_\_\_  
Name of Project Manager

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Date

# DEPARTMENT OF ENVIRONMENTAL PROTECTION

## Advance Payment Terms

### Exhibit E

#### 1. Advance Payments.

- a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.



## EXHIBIT E1

## Advanced Funds Expended and Interest Earned Memo

**WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST**

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:  
**Agreement No.**  
**Begin Date:**

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY**.

**Interest Due to DEP:** Yes ☐ No ☐

(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of <b>MM/DD/YY</b> :	_____	Final Report: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Project % of Completion as of <b>MM/DD/YY</b> :	_____	Estimated Project Completion Date: _____
Initial advanced funds disbursed <b>MM/DD/YY</b>		Cumulative amount of advanced funds \$ _____
1 Advanced funds principal <i>expended</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>		\$ _____
2 Advanced funds principal <i>returned</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>		\$ _____
3 Advanced funds principal balance available on hand		\$ _____
4 Interest earned on advanced funds covering period of <b>MM/DD/YY to MM/DD/YY</b>		\$ _____
5 Amount of interest paid to DEP as of <b>MM/DD/YY</b>		\$ _____
6 Interest balance due to DEP as of <b>MM/DD/YY</b>		\$ _____

**Project Management Certification:**

By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

\_\_\_\_\_  
DEP Grant Manager Printed Name

\_\_\_\_\_  
Advanced Funds Recipient Printed Name

\_\_\_\_\_  
DEP Grant Manager Signature Date

\_\_\_\_\_  
Advanced Funds Recipient Signature Date

**DEP USE ONLY**

Project Management Verification (please explain): \_\_\_\_\_

Thank you for your cooperation in providing the above information. If you have any questions, please contact the **Contract Disbursements Section at (850) 245-2465**, in the Bureau of Finance & Accounting.

**INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:**

*This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.*

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.



## DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

Required Signatures: **Original Ink**

Use of this form is not required unless the advance requested requires the prior approval of the Florida Department of Financial Services (DFS). For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior DFS approval.

A letter requesting advance payment from the recipient, on its letterhead, must be attached. The DEP Program Area should forward this information to the Contract Disbursements Section at MS 78. The Contract Disbursements Section will forward requests for advance payment to DFS for review and legislature consultation, as appropriate.

Name/Address of the Vendor/Recipient:		
Contact Person/Phone No.:		
Agreement No./Purchase Order No. (if known):		
Commodities/Services/Project Description:		
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)		
Value of Purchase or Grant:		
Advance Payment Amount Requested:		
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup      Full Contract Period <input type="checkbox"/> Quarterly      Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S.      216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:
<b>1. Reason advance payment is required:</b>		
<b>2. The following information is required for advances requested pursuant to 215.422, Florida Statutes (and the DFS's Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.</b>		
<b>A.</b> Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the DFS, Division of Treasury at (850) 413-3165 regarding the current Treasury earnings rate.		

## DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

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**B.** Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

C. Identify the procurement method used to select the vendor.

**3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)**

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection  
Bureau of Finance and Accounting  
Receipts Section  
P.O. Box 3070  
Tallahassee, Florida 32315-3070

# DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

**3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.**

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries				
(identify personnel/titles)				
Fringe Benefits				
Contractual Services				
(list services and estimated costs)				
Equipment				
(identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
<b>Total:</b>				

## Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: \_\_\_\_\_

Type Name of Signatory: \_\_\_\_\_

\_\_\_\_\_ Date

Title: Chief Financial Officer or designee

## DEP Program Area Review/Approval

**Recommendation:** ☐ Approve Request ☐ Deny Request

By: \_\_\_\_\_

Date: \_\_\_\_\_

Type Name of Signatory: \_\_\_\_\_

Title:

Bureau:

Division:

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
BAY COUNTY, FLORIDA  
FOR ADDITIONAL SAND PLACEMENT  
IN CONNECTION WITH FLOOD CONTROL AND COASTAL EMERGENCIES-  
FUNDED RESTORATION OF  
THE PANAMA CITY BEACHES, FLORIDA BEACH EROSION CONTROL AND  
STORM DAMAGE REDUCTION PROJECT

This MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Commander, Mobile District (hereinafter the "District Commander"), and Bay County, Florida (hereinafter the "Non-Federal Interest"), represented by the Chairman of the Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, the Panama City Beaches, Florida Beach Erosion Control and Storm Damage Reduction Project (hereinafter the "Project") was authorized for construction by Section 501(a) of the Water Resources Development Act of 1986, Public Law 99-662, as modified by Section 318(a) of the Water Resources Development Act of 1996, Public Law 104-303;

WHEREAS, the Government is authorized to perform a Flood Control and Coastal Emergencies-funded restoration of the Project due to hurricane damage;

WHEREAS, the Non-Federal Interest requests placement of sand on its beaches beyond the limits of the Project (hereinafter the "Additional Placement") and agrees to pay all costs of such sand placement; and

WHEREAS, the Government is authorized pursuant to 33 U.S.C. 701h to carry out the Additional Placement in connection with restoration of the Project.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide to the Government funds to pay all costs, including the costs of environmental compliance, supervision and administration, and engineering and design, associated with the Additional Placement to be carried out in connection with restoration of the Project. While the Government will endeavor to limit the additional costs associated with the Additional Placement to the current estimate of \$6,030,000, the Non-Federal Interest acknowledges that the actual costs for the Additional Placement may exceed such estimated amount due to claims or other unforeseen circumstances and that the Non-

Federal Interest is responsible for all costs, including any claims, related to the Additional Placement.

2. Within thirty (30) calendar days of execution of this MOA, the Non-Federal Interest shall provide to the Government \$6,030,000. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and, no later than sixty (60) calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.

3. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to “FAO, USAED Mobile (K5)” to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

4. The Government shall not commence the Additional Placement until: a) all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341); and b) the Non-Federal Interest has provided to the Government authorization for entry to all lands, easements, and rights-of-way the Government determines to be required for the Additional Placement.

5. The Government shall provide the Non-Federal Interest with quarterly reports of obligations for the Additional Placement. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of the funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes the Additional Placement.

6. Upon completion of the Additional Placement and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Non-Federal Interest with written notice of the results of such final accounting. Such final accounting shall in no way limit the Non-Federal Interest’s responsibility to pay for all costs associated with the Additional Placement, including contract claims or any other liability that may become known after the final accounting. If such costs are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within sixty (60) calendar days of such written notice by delivering a check payable to “FAO, USAED Mobile (K5)” to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within ninety (90) calendar days of such written notice, subject to the availability of funds.

7. Before either party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.



8. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

9. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:

Chairman  
Board of County Commissioners  
840 W 11th Street  
Panama City, Florida 32401

County Manager  
840 W 11th Street  
Panama City, Florida 32401

If to the Government:

District Commander  
U.S. Army Corps of Engineers, Mobile District  
Post Office Box 2288  
Mobile, Alabama 36628-0001

A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

10. This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may unilaterally terminate further performance under this MOA by providing at least 15 calendar days written notice to the other party. In the event of termination, the Non-Federal Interest remains responsible for any and all costs incurred by the Government under this MOA and for any and all costs of closing out or transferring any ongoing contracts. If the final accounting determines that the costs of the Additional Placement completed prior to termination are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within sixty (60) calendar days of receipt of written notice using a method described in paragraph 6. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within ninety (90) calendar days of such written notice, subject to the availability of funds.

IN WITNESS WHEREOF, the parties have executed this MOA, which shall become effective upon the date it is signed by the District Commander.

THE DEPARTMENT OF THE ARMY

BAY COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jeremy J. Chapman, P.E.  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
Robert Carroll  
Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 001

DATE \_\_\_\_\_

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN BAY COUNTY, acting by and through the BAY COUNTY TOURIST DEVELOPMENT COUNCIL as the advisory agency to the County to administer said agreement, AND COASTAL PROTECTION ENGINEERING LLC dated 2<sup>nd</sup> of February 2021, relating to PROFESSIONAL, COASTAL ENGINEERING SERVICES FOR THE GULF BEACHES AND SHORELINE RENOURISHMENT PROJECT (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 or aware of circumstances that could lead to a breach.

1. Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to the 2021 Panama City Beaches Construction Project Support.

2. Engineer's total compensation for the services to be provided by it under this Task Order shall be determined by one of the following methods as mutually agreed upon by both parties and as further defined in Attachment B. Engineer's compensation shall be paid in monthly installments as specified in the Agreement.

\_\_\_ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ \_\_\_\_\_ , or

\_\_\_ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ \_\_\_\_\_ , plus the specified allowances listed below which hereafter may be authorized in writing by County Manager or his designee,

allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and

allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and

allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, or

☒ Engineer's total compensation, excluding reimbursable expenses, if any, will be established by a fee determined on a time-involved basis with a maximum cost of \$59,246.00.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in Attachment B and established at either a fixed amount or a not-to-exceed price identified in said Attachment B.

3. Work shall begin on August 30, 2021, and shall be substantially completed by February 5, 2022. Liquidated delay damages are set at the rate of \$\_\_\_\_\_ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement. The schedule for the services required hereunder is set forth in Attachment A attached hereto and incorporated herein.

4. Attached hereto as Attachment C is a listing of Engineer's staff who have been assigned to the Specified Work as well as the subconsultants and subcontractors who will be used by Engineer on the Specified Work, if any. No changes to assigned personnel, sub-consultants or subcontracts may be made by Engineer without County's Designated Representative prior written consent.

5. Subconsultant(s) will be used:

☒ No

☐ Yes, and a listing of each sub's staff assigned to the Specified Work is set forth in Attachment D.)

(6) Upon execution of this Task Order by both Engineer and County, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date first above written.

[Signatures on following pages.]

**ENGINEER:**  
Coastal Protection Engineering LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

WITNESS

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, on behalf of and as the  
\_\_\_\_\_, of Coastal Protection Engineering LLC

\_\_\_\_\_

Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced : \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
BAY COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Bill Kinsaul, Clerk

Approved for form:

\_\_\_\_\_  
Office of County Attorney

BY: \_\_\_\_\_  
Chairman

OR

Witness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

<sup>\*</sup>  
BAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\* TDC Director if less than \$10,000  
Asst. County Manager if less than \$100,000  
County Manager if less than \$150,000



**EXHIBIT A  
SCOPE OF WORK  
DURING CONSTRUCTION SUPPORT  
2021 PANAMA CITY BEACHES RENOURISHMENT PROJECT**

This is a proposal for Coastal Protection Engineering LLC (CPE) to provide professional coastal support during construction of the 2021 Panama City Beaches Renourishment Project by the U.S. Army Corps of Engineers (USACE).

**Introduction**

The U.S. Army Corps of Engineers (USACE) is constructing the federally authorized 2021 Panama City Beaches Renourishment Project, currently anticipated to begin in September 2021 and be completed in January 2022. Bay County Tourist Development Council (TDC) is the project's local sponsor and holder of the environmental permits under which, this project will be constructed. The project includes beach nourishment of Panama City Beach shoreline utilizing offshore borrow areas. This scope of work provides for CPE to assist the TDC during the construction phase of the project.

**Task 1: Construction Support**

CPE staff will provide coastal support services during construction of the 2021 Panama City Beaches Renourishment Project including, but not limited to, the following tasks:

- Attend pre-construction meeting (virtual)
- Coordination with state and federal agencies
- Permit compliance and tracking
- Engineering support to include analyses based on topographic and bathymetric survey data collected by others
- Geology support in reviewing sand specifications and aiding in borrow area order of use decisions considering the needs of future projects
- Review Contractor reports
- Attend weekly progress meetings (virtual)
- Updates to progress tracking figures for use on County website
- Perform up to three (3) site visits for beach observations and/or agency meetings

**Schedule**

CPE will begin work immediately after receipt of Notice to Proceed and will provide support through construction of the 2021 Panama City Beaches Renourishment Project. All work is expected to be completed within 7 months, dependent upon Contractor's construction schedule.



## EXHIBIT B FEE PROPOSAL



COASTAL PROTECTION ENGINEERING  
5301 N. FEDERAL HWY, SUITE 335  
BOCA RATON, FL 33487  
561-565-5100

### Standard Rate Schedule

Coastal Protection Engineering LLC  
January 2021

#### I. Labor Rates

<u>Labor Classification</u>	<u>Bill Rate</u>
Principal Engineer .....	\$285.00
Principal Coastal Scientist .....	\$285.00
Program Manager .....	\$200.00
Project Manager .....	\$184.00
Senior Coastal Engineer .....	\$184.00
Senior Marine Geologist .....	\$184.00
Senior Coastal Scientist .....	\$181.00
Senior Marine Biologist .....	\$159.00
Coastal Engineer .....	\$130.00
Coastal Modeler .....	\$115.00
Junior Coastal Engineer .....	\$105.00
Junior Coastal Scientist .....	\$100.00
CAD / GIS Operator .....	\$95.00
Engineering Intern / Technician .....	\$75.00

#### II. Reimbursable Costs\*

<u>Cost Classification</u>	<u>Bill Rate</u>
Mileage .....	\$0.575 / mile
SCUBA Diving .....	\$60 / diver / day
Equipment .....	Per Purchase Order
Direct Costs .....	Per Purchase Order
Sub-Consultants .....	10% of Cost

*\*Subject to terms and conditions of governing agreement.*



Bay County/Tourist Development Council  
2021 Panama City Beaches Renourishment Project  
During Construction Support

August 12, 2021

Task	Description	Task Code	Project Engineer	Senior Design Engineer	Chief Design Engineer	Labor				Office	Direct
			Hours	Hours	Hours	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hours	Cost
1	During Construction Support	\$53,245.81	4	100	4	100	0	0	0	0	\$2,000.00
	*Submaterial Costs:										
	Tide		4	100	4	100	0	0	0	0	\$2,000.00
	Paving		200.00	100.00	\$11.00	\$2,200.00	\$1,100.00	\$2,200.00	\$1,100.00	\$1,100.00	\$2,200.00
	Grass		\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	Labor Cost	\$53,046.00									
	Direct Costs	\$1,000.00									
	Total Project Costs	\$54,046.00									

Coastal Protection Engineering LLC



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**EXHIBIT C**  
**PERSONNEL ASSIGNED**

**Coastal Protection Engineering (CPE):**

Thomas Pierro, PE, DCE

Tara Brenner, PG, PE

Lauren Floyd

Quin Robertson, PhD, PG, GISP

Dylan Nestler, PE

Adam Priest, PE

Chelsea Maly, EI

Sam Lohman, EI

Frank Marshall

Florencia Delorrio

COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 002

DATE \_\_\_\_\_

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN BAY COUNTY, acting by and through the BAY COUNTY TOURIST DEVELOPMENT COUNCIL as the advisory agency to the County to administer said agreement, AND MRD ASSOCIATES, INC. dated 2<sup>nd</sup> of February, 2021, relating to PROFESSIONAL, COASTAL ENGINEERING SERVICES FOR THE GULF BEACHES AND SHORELINE RENOURISHMENT PROJECT (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 or aware of circumstances that could lead to a breach.

1. Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Panama City Beach Rehabilitation Project.

2. Engineer's total compensation for the services to be provided by it under this Task Order shall be determined by one of the following methods as mutually agreed upon by both parties and as further defined in Attachment B. Engineer's compensation shall be paid in monthly installments as specified in the Agreement.

\_\_\_ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ \_\_\_\_\_ , or

\_\_\_ Engineer's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ \_\_\_\_\_ , plus the specified allowances listed below which hereafter may be authorized in writing by County Manager or his designee,

allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and

allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and

allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, or

☒ Engineer's total compensation, excluding reimbursable expenses, if any, will be established by a fee determined on a time-involved basis with a maximum cost of \$108,700.00.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in Attachment B and established at either a fixed amount or a not-to-exceed price identified in said Attachment B.

3. Work shall begin on August 30, 2021, and shall be substantially completed by February 5, 2022. Liquidated delay damages are set at the rate of \$\_\_\_\_\_ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement. The schedule for the services required hereunder is set forth in Attachment A attached hereto and incorporated herein.

4. Attached hereto as Attachment C is a listing of Engineer's staff who have been assigned to the Specified Work as well as the subconsultants and subcontractors who will be used by Engineer on the Specified Work, if any. No changes to assigned personnel, sub-consultants or subcontracts may be made by Engineer without County's Designated Representative prior written consent.

5. Subconsultant(s) will be used:

☐ No

☒ Yes, and a listing of each sub's staff assigned to the Specified Work is set forth in Attachment D.)

(6) Upon execution of this Task Order by both Engineer and County, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date first above written.

[Signatures on following pages.]

**ENGINEER:**

MRD Associates, Inc.

By: \_\_\_\_\_

Michael Dombrowski

Michael Dombrowski

Its: President

WITNESS:

Katie Hutschenreuter

PRINT NAME: Katie Hutschenreuter

WITNESS

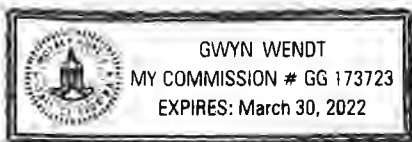
Tristan Albury

PRINT NAME: Tristan Albury

State of Florida

County of Okaloosa

The foregoing instrument was acknowledged before me on August 3 2021,  
by Michael Dombrowski, on behalf of and as the President, of MRD  
Associates, Inc.



Gwyn Wendt

Notary Public

Personally Known

OR Produced Identification

Type of Identification Produced : \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
BAY COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Bill Kinsaul, Clerk

Approved for form:

\_\_\_\_\_  
Office of County Attorney

BY: \_\_\_\_\_  
Chairman

OR

Witness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

<sup>\*</sup>  
BAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\* TDC Director if less than \$10,000  
Asst. County Manager if less than \$100,000  
County Manager if less than \$150,000

Attachment A  
Scope of Services  
**Professional Coastal Engineering Services  
For Sandy Gulf Beaches and Shoreline  
Contract Number Bid 21-02**  
**Panama City Beach Rehabilitation Project  
Bay County, Florida**  
**Task Order No. 002**  
Construction Phase Services  
August 3, 2021

Based on rates included in the TDC Coastal Engineering Master Services Agreement between Bay County and MRD Associates, Inc., dated February 2, 2021, MRD proposes to provide the following scope of services as requested:

**Task 1.0 Construction Observation Services**

MRD and Dewberry shall perform all office and field work required for the purpose of performing this Agreement. Inspector duties shall include the following services:

- 1.1. Observe dredging contractor daily construction activities, during daylight hours, noting any/all items/issues and prepare daily reports with photographs and be in daily contact with project personnel.
- 1.2. Complete daily observation checklist. Daily checklists are to be submitted at the end of each work-day to the County (Ms. Armbruster) electronically.
- 1.3. While on duty, hourly sand sample collection, analysis, and archiving: drying dredge sample in oven (supplied by the dredging contractor) and analyzing color, archiving 2 samples in Ziploc bags labeled with dredge, time, location, and color analysis.
- 1.4. First thing upon arrival in morning, walking beach constructed overnight and performing same sand sample collection, analysis, and archiving from areas constructed overnight.
- 1.5. Engaging with public and answering questions about construction activities.
- 1.6. Engage with beach activities ahead of the active construction zone and alerting beach service and other vendors of construction activities ahead of construction.
- 1.7. Maintaining contact with the County to address any items or issues that need to be relayed from the construction site.

**ASSUMPTIONS**

Principal Engineer Hours Budgeted:

During Mobilization: 2 hours

During Construction: 8 hours from September 2021 to mid-January 2022

Demobilization: 2 hours

Not to exceed: 12 hours

Senior Engineer Hours Budgeted:

During Mobilization: 12 hours

During Construction: 36 hours from September 2021 to mid-January 2022 – 20% of the time

Demobilization: 8 hours

Not to exceed: 56 hours

Engineer II Hours Budgeted:

During Mobilization: 12 hours (including Pre-construction meeting)

During Construction: 144 hours from September 2021 to mid-January 2022 – 80% of the time

Demobilization: 8 hours

Not to exceed: 164 hours

Construction Professional Hours Budgeted:

During Mobilization: 4 hours

During Construction: 8 hours. Construction is expected to occur for 18 weeks from September 2021 to mid-January 2022.

Demobilization: 4 hours

Not to exceed: 16 hours

Inspectors Hours Budgeted:

During Mobilization: 15 hours @ 5 hours/day, 3 days (including Pre-construction meeting)

During Construction: 786 hours @ 6 hours/day for 131 days when construction is occurring; If dredge goes down for weather/mechanical and will be down for >8 hours, inspector may show up for an hour/day to observe construction site and then leave. Construction is expected to occur for 18 weeks from September 2021 to mid-January 2022.

Demobilization: 15 hours @ 5 hours/day, 3 days

Not to exceed: 816 hours

Administrative Professional Hours Budgeted:

During Mobilization: 10 hours

During Construction: 10 hours. Construction is expected to occur for 18 weeks from September 2021 to mid-January 2022.

Demobilization: 10 hours

Not to exceed: 30 hours

## **INFORMATIONS TO BE SUPPLIED BY THE TDC**

Permits, Monitoring Plans, Contract Documents.

## **SCHEDULE**

This SCOPE OF SERVICES will follow the Preliminary Project Schedule (Draft) for the Panama City Beach Rehabilitation Project, dated 6/22/21 prepared by Great Lakes Dredge and Dock Company, LLC (attached).



## **TERMS and EXCLUSIONS**

This SCOPE OF SERVICES is subject to the following provisions:

- 1) The services performed under this SCOPE OF SERVICES are listed above and any other services not explicitly listed above are not included.
- 2) This Scope of Services is for Construction Observation Phase Services, as described above. This Scope of Services does not include permitting, design, surveying or project certifications that may be needed during the construction phase of this project but can be provided under separate authorization.

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Attachment B  
Engineer's Compensation

**Panama City Beach Rehabilitation Project**

Bay County, Florida

Task Order No. 002

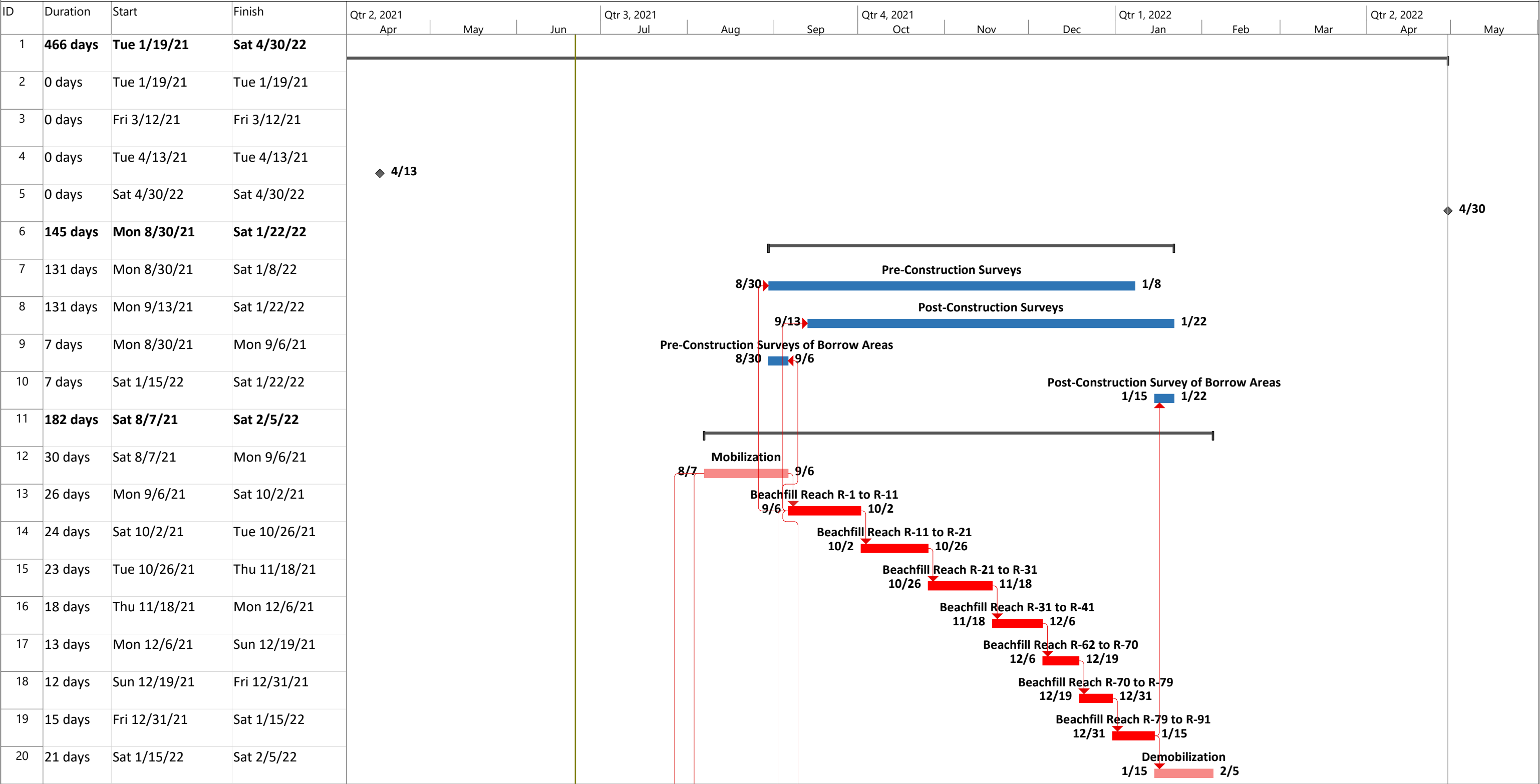
Construction Observation Services

August 3, 2021

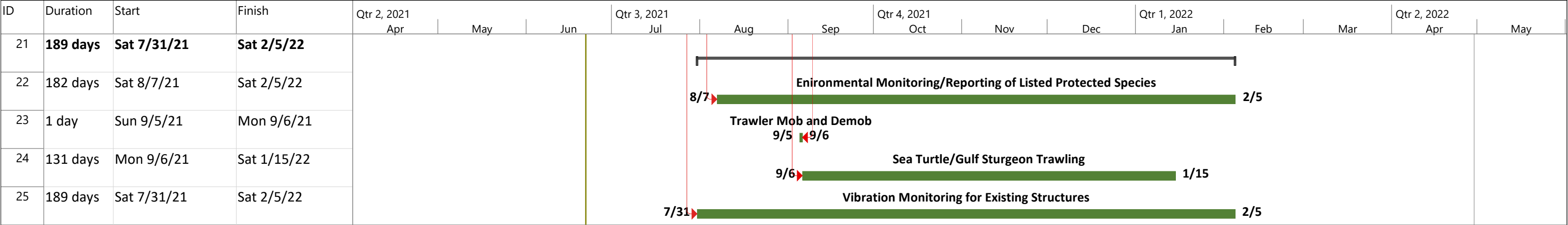
Task Description	MRD Associates, Inc.						DEWBERRY Engineers, Inc.			Totals		
	Principal Engineer	Senior Engineer	Engineer II	Engineer I	Engineer Technician	Admin. I	Construction Professional	Inspector I	Admin Professional	FEES	EXPENSES	TOTALS
	\$240	\$200	\$150	\$130	\$105	\$55	\$165	\$80	\$70			
<b>1.0. CONSTRUCTION OBSERVATION SERVICES</b>												
1.1. Mobilization	2.0	12.0	12.0	0.0	0.0	0.0	4.0	15.0	10.0	\$7,240.00	\$0.00	<b>\$7,240.00</b>
1.2. Construction	8.0	36.0	144.0	0.0	0.0	0.0	8.0	786.0	10.0	\$95,620.00	\$0.00	<b>\$95,620.00</b>
1.3. Demobilization	2.0	8.0	8.0	0.0	0.0	0.0	4.0	15.0	10.0	\$5,840.00	\$0.00	<b>\$5,840.00</b>
<b>Total Hours:</b>	12.0	56.0	164.0	0.0	0.0	0.0	16.0	816.0	30.0			
<b>Total Staff Costs:</b>	\$2,880.00	\$11,200.00	\$24,600.00	\$0.00	\$0.00	\$0.00	\$2,640.00	\$65,280.00	\$2,100.00	\$108,700.00	\$0.00	<b>\$108,700.00</b>



Panama City Beach Rehabilitation Project  
Preliminary Project Schedule (Draft)



Panama City Beach Rehabilitation Project  
Preliminary Project Schedule (Draft)



Attachment C

Engineer's Staff assigned to the Specified Work

STAFF NAME	PERSONNEL CLASSIFICATION
Michael Dombrowski, PE	Principal Engineer
Joseph Morrow, PE	Senior Engineer
Katie Hutschenreuter, PE	Engineer II

Attachment D

Sub-Consultant's Staff assigned to the Specified Work

STAFF NAME	PERSONNEL CLASSIFICATION
Eric Pitts	Construction Professional
Ryan Solana	Inspector I
Travis Sanders	Inspector I
Jeremy Heath	Inspector I
Susan Pitts	Administrative Professional

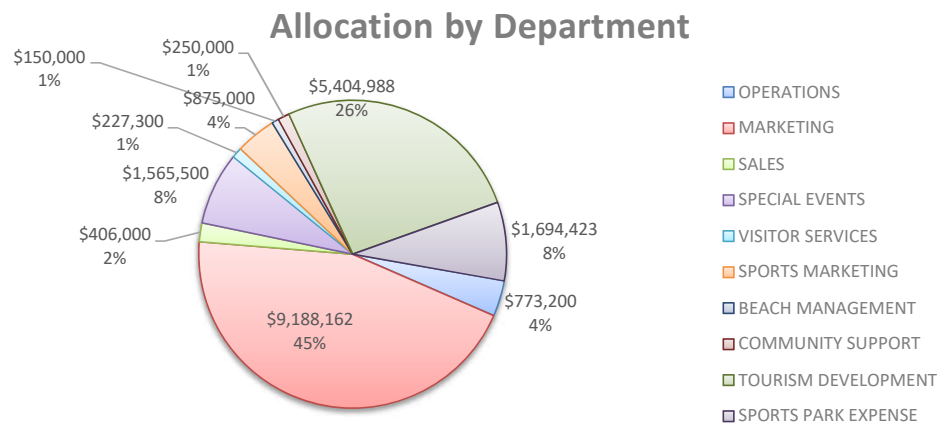
# Visit Panama City Beach

## 2022 Budget



Revenues	FY 2022 Draft	FINAL FY 2021	% of Budget
Fund 125 Current Year Collections	\$11,459,087	\$11,579,853	50.7%
Fund 127 Current Year Collections	\$150,000	\$150,000	0.7%
Fund 128 Current Year Collections	\$422,569	\$817,597	1.9%
Sports Park Revenues (recorded in Fund 124)	\$1,519,977	\$1,196,008	6.7%
Sports Park Subsidies (Fund 128)	\$174,446	\$343,057	0.8%
Co-Op Income	\$40,000	\$30,000	0.2%
Visitor Guides	\$45,000	\$45,000	0.2%
Fees from Website	\$2,000	\$500	0.0%
Corporate & Event Sponsorship Income	\$75,000	\$75,000	0.3%
Event Income	\$125,000	\$130,000	0.6%
Interest Income	\$7,000	\$26,000	0.0%
Contract Funds from prior year	\$3,506,651	\$0	15.5%
Excess Collections from From Prior Year	\$1,634,730	\$1,492,105	7.2%
CVB Unrestricted Assets (cash)	\$3,337,313	\$2,975,196	14.8%
BCC General Fund-Film Commission	\$30,000	\$30,000	0.1%
Micellaneous Income	\$5,000	\$5,000	0.0%
Grants	\$65,000	\$65,000	0.3%
<b>TOTAL</b>	<b>\$22,598,773</b>	<b>\$18,960,316</b>	<b>100.0%</b>

Expenses		FY 2022 Draft	FINAL FY 2021	% of Budget
OPERATIONS	Dept. 60	\$773,200	\$603,700	3.4%
MARKETING	Dept. 61	\$9,188,162	\$7,169,200	40.7%
SALES	Dept. 62	\$406,000	\$235,000	1.8%
SPECIAL EVENTS	Dept. 63	\$1,565,500	\$1,017,000	6.9%
VISITOR SERVICES	Dept. 64	\$227,300	\$108,600	1.0%
SPORTS MARKETING	Dept. 66	\$875,000	\$796,000	3.9%
BEACH MANAGEMENT	Dept. 67	\$150,000	\$125,000	0.7%
COMMUNITY SUPPORT	Dept. 68	\$250,000	\$175,000	1.1%
TOURISM DEVELOPMENT	Dept. 69	\$5,404,988	\$5,322,251	23.9%
PERSONAL SERVICES	Dept. 00	\$2,064,200	\$1,869,500	9.1%
SPORTS PARK EXPENSE		\$1,694,423	\$1,539,065	7.5%
<b>TOTAL</b>		<b>\$22,598,773</b>	<b>\$18,960,316</b>	<b>100.0%</b>



## OPERATIONS - Dept 60

### Budget Information

Department Head:	Charlene Honnen
Program of Work Overview:	This budget is for the administrative, bureau-wide and executive office expenses.

Account #	Item	Description	Budget
603101	Professional Services	Professional Services Fees and related expenses	12,000
603105	Legal Services	CVB Legal Services	50,000
603201	Accounting Services	CVB Accounting Service Expense	12,000
603202	Annual Audit	CVB Annual Audit	22,000
603230	Film Commission	Film Commission Expense	45,000
603410	Advertising & Fees	CVB Legal and Job Recruitment Advertising	200
604010	Meetings, Seminars & Travel	Travel & Meeting Expense for Executive Office	20,000
604020	Mileage Reimbursement	Local Mileage Reimbursement - day trips only	12,000
604030	Auto Allowance	Car Allowance for CVB President	6,000
604101	Communication	Internet and conference calling	3,500
604201	Postage & Freight	Postage shipping for CVB Operations and Fulfillment	75,000
604501	Insurance	D&O, celebration tower, etc	10,000
604701	Printing	Non-marketing related printing	1,000
604810	Promotional Items	Budget for Logoed and other Giveaway Items	40,000
604820	Repairs and Maintenance	Budget for repairs and maintenance not covered elsewhere	26,000
604870	Surveys & Research	Economic Impact/Profiles, Lodging & Other Studies	275,000
604920	Community & Employee Relations	Community Relations Activities	10,000
604990	Miscellaneous	Uncategorized Operations Expenses	2,500
605101	Office Supplies Services	Office Supplies and Equipment for CVB	10,000
605215	Uniforms	Uniforms/Logoed Clothing for CVB Staff	5,000
605225	Volunteer Recognition	Recognition for outgoing Officers/Board Members	1,000
605402	Dues & Subscriptions	Membership Dues, Subscriptions	120,000
605510	Training & Development	Continuing Education and Training for Management	5,000
609910	Contingency	Placeholder Budget for unexpected expenses	10,000
Total			\$773,200

### Budget Snapshot

Total Budgeted Funds	22,598,773
Operations Budget	773,200
% of Budget for Ops	3.4%

## MARKETING - Dept 61

### Budget Information

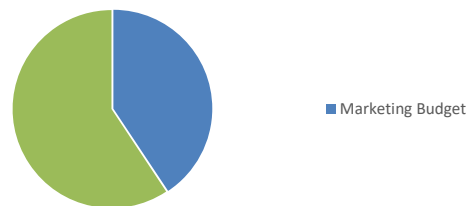
Department Head: Jayna Leach

Program of Work Overview: This budget is for the marketing expenses related to promoting Panama City Beach as a tourist destination. Our primary goal is to maximize areas of opportunities in marketing Panama City Beach for getaway travel as the nation grapples with the COVID-19 pandemic. The CVB along with our agency of record will continue to grow the REAL.FUN.BEACH. brand by tying the marketing campaigns directly to the brand. Specific emphasis will be place on a 'Digital First' platform that leverages the dynamic nature of story-telling and content curation through social media.

Account #	Item	Description	Budget
613100	Advertising Agency Retainer Fees	Costs of Advertising Agency Retainer	394,254
613105	Marketing Agency Incidental Fees	Costs of Advertising & PR Agency Incidentals	50,000
613430	Advertising	Advertising Expense to promote PCB	5,725,000
613432	Advertising Co-Op Special Events	Advertising Support for Event Organizers	1,310,000
613435	Advertising Co-Op	Cooperative Advertising - Partner Expense Only	50,000
613450	Advertising Production	Costs of Producing Marketing Materials	650,000
613450	In-house Production	In-house Costs of Producing Marketing Materials	50,000
614010	Meetings & Travel	Marketing Department Travel and Seminar Costs	20,000
614520	Interactive Marketing	Website, Social Media, Interactive Marketing	525,000
614701	Printing Cost	Marketing related printing	40,000
614820	Public Relations - Domestic	Public Relations Expenses - Domestic	253,908
614825	Public Relations - International	Public Relations Expenses - International	25,000
614870	Fam Tours	Public Relations Fams - International & Domestic	60,000
615402	Dues & Subscriptions	Marketing Department subscriptions	10,000
619910	Contingency	Placeholder Budget for unexpected expenses	\$25,000
Total			\$9,188,162

### Budget Snapshot

Total Budgeted Funds	22,598,773
Marketing Budget	9,188,162
% of Budget for Marketing	40.7%





## SALES - Dept 62

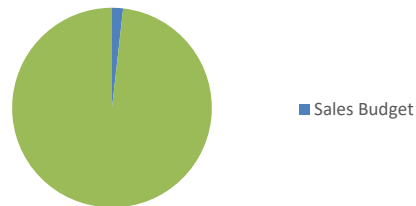
### Budget Information

Department Head:	Renee Wuerdeman
Program of Work Overview:	This budget is for the expenses related to the sales efforts in promoting Panama City Beach as a tourist destination. As conference and group travel has been impacted by the COVID-19 pandemic, we will focus our sales activities in maintaining our presence with meeting planners, consumer and group travel segments, and reunion organizers, so we will be well positioned to take advantage of opportunities to increase market share as group travel resumes.

Account #	Item	Description	Budget
623460	Citywide Convention Expense	Materials expense for Citywide Conventions	\$60,000
623475	Collateral	Printed/Electronic Sales Materials	\$7,000
624001	Tradeshows	Tradeshow expenses for current year	\$125,000
624010	Travel & Entertainment	Travel costs for Sales Department	\$65,000
624825	International Representation	International Representation for Travel/Trade	\$10,000
624850	Sponsorships	Tradeshow Sponsorships	\$30,000
624870	Fam Tours - Inbound	Fam trips for tour and group organizers	\$40,000
625402	Dues & Subscriptions	Sales Department Membership Dues	\$34,000
626401	Tradeshow Displays	Tradeshow displays	\$25,000
629910	Contingency	Placeholder Budget for unexpected expenses	\$10,000
Total			\$406,000

### Budget Snapshot

Total Budgeted Funds	22,598,773
Sales Budget	406,000
% of Budget for Sales	1.8%



## SPECIAL EVENTS - Dept 63

### Budget Information

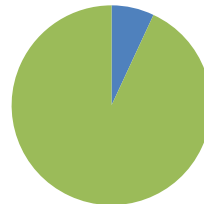
Department Head:	Richard Sanders
Program of Work Overview:	Supporting and planning events to drive incremental visitation to Panama City Beach. Special Events continue to be a focus area to help increase visitation to Panama City Beach throughout the year, with particular emphasis during the spring and fall. The CVB will collaborate with outside organizations on festivals, concerts and special events that take place throughout the year. This collaboration includes: sponsorships, and in-kind or paid advertising support.

Account #	Item	Description	Budget
634010	Travel & Entertainment	Expenses to attend event related conferences	10,000
634850	Sponsorships	Sponsorship of Events Occuring in PCB	482,500
634905	Festivals & Events	Direct Expenses for CVB Planned Events	955,000
615402	Dues & Subscriptions	Event Industry Dues & Subscriptions	3,000
636401	Equipment	Equipment Purchase to Support Events	95,000
639910	Contingency	Placeholder Budget for unexpected expenses	20,000

### Budget Snapshot

1,565,500

Total Budgeted Funds	22,598,773
Special Events Budget	1,565,500
% of Budget for Events	6.9%



■ Special Events Budget

## VISITOR SERVICES - Dept 64

### Budget Information

Department Head: Barrie Ainslie

Program of Work Overview: This budget is for the operation of the Visitor Centers, implementation of visitor activations, and enhancement of partner participation in CVB activities. The Visitor Services staff will cultivate, support and celebrate a visitor centric ethic that supports quality visitor experiences through unpretentious, but attentive customer service.

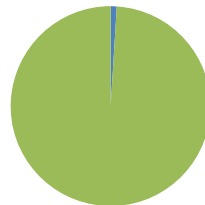
Account #	Item	Description	Budget
643498	Contract Labor	Temporary Labor as needed to staff Visitor Centers	10,000
644010	Travel	Travel for Director of Visitor Services	2,400
644850	Sponsorships	Sponsorships of Winter Resident Activities	15,000
644905	Visitor Services Events	Visitor Appreciation Events and VIC Activations	175,000
645201	Visitor Center Supplies	Visitor Center Materials, Decorations & Supplies	15,000
645510	Training & Development	Customer Service Training for VIC staff	2,400
649910	Contingency	Placeholder Budget for unexpected expenses	7,500
			\$227,300

### Budget Snapshot

Total Budgeted Funds 22,598,773

Visitor Services Budget 227,300

% of Budget for VS 1.0%



■ Visitor Services Budget

## SPORTS MARKETING - Dept 66

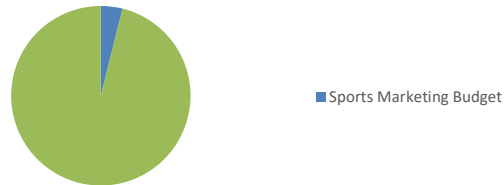
### Budget Information

Department Head:	Richard Sanders
Program of Work Overview:	This budget is for developing and supporting tournaments and sporting events to increase visitation to Panama City Beach. We will continue to target our key sports markets of softball and baseball, as well expand the focus to soccer and lacrosse. We will also continue to foster the emerging markets in both tournaments (flag football, sand volleyball, etc.) and sporting events (½ marathons, adventure races, etc.).

Account #	Item	Description	Budget
663440	Awards/Appreciation	Awards for Event Right Holders	500
664001	Tradeshows	Sports Tradeshows Expenses	18,000
664010	Travel & Entertainment	Travel Expenses for Sports Marketing	27,500
664402	Facility Usage	Facility costs paid on behalf of Event Right Holders	167,500
664830	Signage	Signage for Promotion of PCB Sporting Events	2,000
664850	Sponsorships	Sponsorship of Sporting Events that promote tourism in PCB	166,000
664860	Sporting Bid/Host Fees	Bid/Event Hosting Fees to bring events to PCB	446,000
664870	Fam Tours	In-bound Fam Tours of Tournament Decision Makers	10,000
665402	Dues & Subscriptions	Dues for sports related organizations	7,500
666401	Tradeshow Booth	Tradeshow Booth, banners, etc promoting the new Sports Park	5,000
669910	Contingency	Placeholder Budget for unexpected expenses	25,000
Total			\$875,000

### Budget Snapshot

Total Budgeted Funds	22,598,773
Sports Marketing Budget	875,000
% of Budget for Sports	3.9%



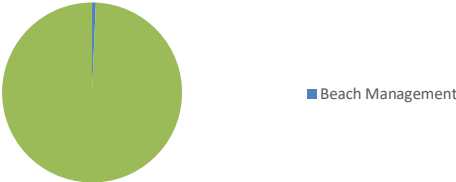
BEACH MANAGEMENT - Dept 67

Budget Information	
Department Head:	Dan Rowe
Program of Work Overview:	Coordination of Panama City Beach's beach renourishment program

Account #	Item	Description	Budget
673498	Contract Labor	Contract for CVB's Coastal Engineering Consultant	\$126,000
675402	Dues & Subscriptions	Beach related membership dues	\$1,000
679910	Contingency	Placeholder Budget for unexpected expenses	\$23,000
Total			\$150,000

Budget Snapshot

Total Budgeted Funds	22,598,773
Beach Management	150,000
% of CVB Budget for Beach	0.7%



COMMUNITY SUPPORT - Dept. 68

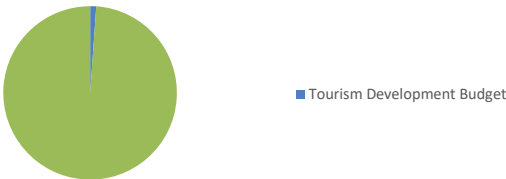
Budget Information

Department Head:	Dan Rowe
Program of Work Overview:	Funds for the Northwest Florida Tourism Council (NWFLTC), the City of Panama City Beach, and other not-for-profit entities that have tourism promotion activities/functions.

Account #	Item	Description	Budget	
683405	Community Support - Development	Support for organizations engaged in tourism development	\$	250,000
Total				\$250,000

Budget Snapshot

Total Budgeted Funds	22,598,773
Tourism Development Budget	250,000
% of Budget for Future Projects	1.1%



## TOURISM DEVELOPMENT PROJECTS - Dept. 69

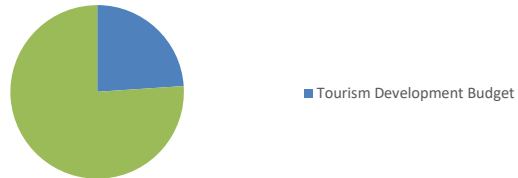
### Budget Information

Department Head:	Dan Rowe
Program of Work Overview:	Funds for CVB-owned and/or developed tourism assets on Panama City Beach, the Chasin' the Sun TV Program, Visit Panama City Beach Magazine, and other projects.

Account #	Item	Description	Budget
693450	Visit PCB Magazine - Production	Production Costs for Visit PCB Magazine	50,000
693466	Chasin' the Sun TV	Production Costs of Chasin' the Sun TV Program	525,000
694701	Visit PCB Magazine - Printing	Printing Costs for Visit PCB Magazine	140,000
694820	Mexico Beach & Panama City CDC Support	Financial Support for the MB and PC CDCs	250,000
695465	Planning	Planning Costs for project development	4,439,988
	Total		\$5,404,988

### Budget Snapshot

Total Budgeted Funds	22,598,773
Tourism Development Budget	5,404,988
% of Budget for Future Projects	23.9%



## Personal Services

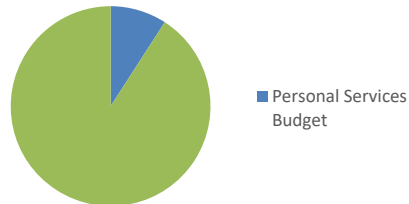
### Budget Information

Department Head:	Dan Rowe
Critical Operations:	Salaries, wages and benefits for CVB staff

Account #	Item	Description	Budget
601200	Salaries	Staff salaries, wages & holiday bonus	1,600,000
602100	Payroll Taxes	Payroll Taxes	128,000
602200	401k Program	CVB retirement program expense	96,000
602300	Employee Insurance Costs	CVB expense for staff insurance benefits	235,200
602400	Works Comp Insurance	CVB expense for Workers Comp	5,000
TOTAL			\$2,064,200.00

### Budget Snapshot

Total Budgeted Funds	22,598,773
Personal Services Budget	2,064,200
% of Budget for Personnel	9.1%





# 2022 PROGRAM OF WORK



**Panama City Beach**

REAL. FUN. BEACH.



# About Visit Panama City Beach

Visit Panama City Beach, a 501(c)(6) nonprofit corporation, is the official destination marketing organization for Panama City Beach Florida and is an extension of the Bay County Tourist Development Council (TDC). The TDC has oversight of the destination marketing activities for the cities of Panama City and Mexico Beach, but those activities are performed by separate 501(c)(6) nonprofit corporations.

Visit Panama City Beach (CVB) is primarily funded by a tourist development tax paid by visitors for overnight lodging stays on Panama City Beach. Of the 5% tax, approximately 2.5% is used by Visit Panama City Beach to fund its destination marketing activities; 1.5% is utilized by the TDC for beach renourishment, beach maintenance, landscaping and other tourist development activities; and the remaining portion of the tax will be used to cover the debt payments and other expenses of the Panama City Beach Sports Park. Additional funding is secured from the private sector through cooperative marketing opportunities, corporate sponsorships and revenues generated through festivals and events.

The Board of Directors for Visit Panama City Beach is comprised of the nine members of the Tourist Development Council. For the purpose of this document, the acronym TDC is synonymous for both entities.

More information on Visit Panama City Beach can be found on our website: [VisitPanamaCityBeach.com](http://VisitPanamaCityBeach.com)



# About Visit Panama City Beach

This program of work and budget is the road map that guides all Visit Panama City Beach marketing and sales efforts for FY 2022. The plan, developed by Visit Panama City Beach Staff and Agencies of Record, with guidance and insight from the Board of Directors.

The plan was presented to the Board of Directors and was adopted on August 24, 2021.



# SITUATIONAL OVERVIEW & GUIDING STRATEGY – COVID-19





# Situational Overview & Guiding Strategy

Even with the success of Panama City Beach during FY2021, our tourism industry is not immune from the impacts and uncertainty The COVID-19 pandemic. The FY 2022 Program of Work is built around the need to quickly, efficiently, and effectively adjust strategies, tactics, and activities as the pandemic evolves. The need to be adept may allow us to take advantage of opportunities that present themselves during the year, but also to suspend and/or cancel programs as conditions dictate. The importance, approach, and tactics articulated in the Program of Work support the need to remain agile.

Given the scope and nature of the challenges the destination has faced, the TDC is experienced and well-positioned to operate in this chaotic environment.



# ORGANIZATIONAL PRINCIPLES



# Organizational Principles

Panama City Beach's vision – to remain the Gulf Coast's premier, year-round, fun beach destination that offers a quality experience for visitors and residents alike – is ambitious but achievable. To succeed, Visit Panama City Beach must build a strategic marketing platform that aligns the collective interests of the local tourism industry and provides integrated marketing opportunities for the industry to leverage.

In order to ensure that Visit Panama City Beach is maximizing the impact of its marketing resources (money, time and relationships), we have adopted a set of Marketing Principles that drives all strategic thinking:

- **Visitor Engagement is Paramount**
- **All Activities Must Support and Extend Our Brand - Real. Fun. Beach.**
- **Create Value & Add Value**
- **If It's Worth Doing, It's Worth Doing Right**
- **Innovation**
- **Being a Good Neighbor & Asset for the Community**



# Organizational Principles

## Visitor Engagement is Paramount

Though we are blessed with a base of fiercely loyal visitors, we are neighbored by beach destinations that also provide a high-quality visitor experience, some without the negative stereotypes that we have to overcome. Our sustained growth is only achievable by maintaining our current visitor base, increasing the frequency of their visits to Panama City Beach, further penetrating core Southeastern and Midwestern markets and cultivating emerging markets. To increase frequency of visits, we must enhance our ability to communicate with our core customers and provide them with compelling opportunities to come back to the beach. In order to change perceptions and eliminate objections in our core markets, we must enlist our core customers' assistance in being "brand evangelists" for Panama City Beach. As visitation has grown, there has been a natural increase in the number of first-time visitors. We need to engage with these visitors, help ensure they have a positive experience in Panama City Beach and encourage return visitation.

## All Activities Must Support and Extend the Brand

With Real.Fun.Beach., we have developed a brand that reflects the nature of Panama City Beach, differentiates us from our competitive beaches, and communicates the central reason that visitors come here throughout the year. Everything the TDC does must communicate and reinforce this brand position.

## Create Value & Add Value

Every Visit Panama City Beach program or initiative must create value and add value for travelers and industry Partners. Visit Panama City Beach programs must provide the local tourism industry a strategic advantage and must inspire consumers with valuable information or a valuable service.





# Organizational Principles

## **If It's Worth Doing, It's Worth Doing Right**

Panama City Beach ranks as one of Trip Advisor's Top U.S. Beach Destinations. We have a quality destination that is worthy of visitation. Everything we do must demonstrate quality and worth, but not extravagance. Understanding that wise financial stewardship is critical in all that we do, Visit Panama City Beach will not sacrifice quality to save money; nor will we initiate a new program or continue with an existing program without dedicating the resources necessary to make the program a success. Visit Panama City Beach will protect our brand promise and will commit to do it right or not do it at all.

## **Innovation**

The TDC is committed to building a culture of innovation that encourages staff and Partners to create more effective campaigns, initiatives and programs to give Panama City Beach a competitive advantage.

## **Being a Good Neighbor & Asset for the Community**

As local residents, the staff and board of the TDC are part of the Panama City Beach Community. We live here, send our kids to school here and take advantage of the benefits of living in a dynamic seaside community. We understand the sustained success of our community is achieved when local residents and visitors share common goals and aspirations. The TDC is focused on ensuring it is a trusted civic partner that supports the local community while driving economic opportunity for the families whose livelihoods are dependent on a vibrant tourism industry.



# Panama City Beach – our point of difference

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Panama City Beach has a base of loyal visitors who are fiercely protective of the REAL. FUN. BEACH. experience. They are typically active, diverse and engaged – both while in the destination and through social media channels upon returning home. While the award-winning beach is the main draw, what makes Panama City Beach exceptionally distinctive is its authenticity and dynamism.

The visitor experience is not contrived or overpriced. A number of very successful family-owned businesses offer quintessential Floridian activities and product travelers cannot find at home. Compared to other beachfront communities, Panama City Beach is considered a value destination, worthy of visitors' investment. No matter the interest (e.g. golf, shopping, eco-tourism, fishing, diving, watersports, family attractions, team sports) or time of year, Panama City Beach always has something fun in store.

Continued investment in infrastructure and retail establishments, as well as the growth of annual events and the introduction of new events, will make Panama City Beach an increasingly desirable place to visit, live and work. It's what keeps visitors coming back year after year while also attracting new audiences.



**GOALS**



# FY 2022 Goals

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- Ensure awareness of Panama City Beach remains high among key target audiences throughout the COVID-19 pandemic.
- Implement integrated marketing, social media and public relations campaigns to further leverage awareness of Panama City Beach as a tourist destination to drive additional visitation.
- Develop opportunities to further penetrate core markets, support the brand position of REAL. FUN. BEACH., and maintain market share.
- Continue development and support of sports tournaments to generate tourism demand for Panama City Beach.
- At the direction of the TDC Board of Directors, diligently work with public and private sector partners to enhance and develop public venues to spur incremental tourism demand.

## Measurements of Success

- Exceed industry in advertising, marketing and social media engagement metrics
- Exceed state and national industry averages in recovery from the COVID-19 pandemic





# OPERATIONS STRATEGY



# Operations Overview

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## IMPORTANCE

## APPROACH

## TACTICS

In addition to the functional departments that direct the destination marketing activities of promoting Panama City Beach as a tourist destination, the TDC Operations Department is responsible for overseeing beach renourishment, beach maintenance, landscaping select areas within the tourist corridor, as well as ensuring available resources are used in accordance with established policies, procedures and are accounted for properly.

To increase departmental efficiency and accountability, expenditures that span multiple departments or expenditures that fall under the direction of the President's Office are maintained within the Operations Department. These include all accounting, administrative functions, payroll, research, share supplies, etc.



# Operations Overview

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## IMPORTANCE

## APPROACH

## TACTICS

The TDC takes its responsibility for managing and expending tourist development tax funds very seriously. We have implemented policies, practices and procedures that guarantee the checks and balances are in place to ensure funds are used in an appropriate manner.



# Operations Overview

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## IMPORTANCE

## APPROACH

## TACTICS

- Articulate established policies and procedures to all members of the TDC staff to ensure compliance.
- Follow established standards for accounting, financial management, human resources, record creation and retention.
- Continually review established policies and procedures to ensure they provide the framework and appropriate guidance necessary for staff to achieve their operational responsibilities. If revisions, clarifications, or additions are needed, work with the Board of Directors to facilitate the changes.
- Regularly communicate with members of the Board of Directors on issues related to the operation of the TDC.
- Work with appropriate members of the TDC staff to ensure all contracts for work to be performed are properly negotiated and monitored in order for the expected result of the contract to be achieved.
- Work with TDC staff to ensure shared resources within the Operations Budget are effectively utilized across all departments.
- Work with TDC staff to ensure all budgets are maintained and expenditures are within the parameters established by the Board of Directors.





# MARKETING & COMMUNICATIONS STRATEGY



# Marketing Overview

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## IMPORTANCE

## APPROACH

## TACTICS

### MARKETING OVERVIEW

Marketing Panama City Beach as a tourist destination is the primary activity of the TDC, accounting for 40 percent of the entire budget.

For FY 2022, Visit Panama City Beach will continue to grow the REAL. FUN. BEACH. brand by tying the marketing and public relations campaigns directly to the brand.

The primary campaign, “Make It Yours 2.0,” will continue to build loyalty and brand evangelism among current visitors, as well as attract new visitors to the market all the while pushing “getaways” during the time of COVID-19.

**MAKE IT YOURS.  
MAKE IT NOW.**

:10 VIDEO

**MAKE IT  
COLORFUL.**

**MAKE IT  
BREATHTAKING.**

**MAKE IT  
SPLASHY.**

**MAKE IT YOURS.  
MAKE IT NOW.**

## IMPORTANCE

## APPROACH

## TACTICS



### VISIT PANAMA CITY BEACH CREATIVE

By highlighting the wide range of activities and amenities to suit visitors' travel styles, preferences and interests, we show how Panama City Beach is different from other beach destinations.

Our campaign is an invitation to “Make It Yours,” and creates a sense of belonging for the first-time visitors and returning visitors alike.

This creative is especially appropriate during COVID-19 as our visitors can continue to personalize their vacation preferences along with how comfortable they feel during the pandemic.

### ECO ADVENTURE | ADRENALINE | FAMILY BEACH | ROMANCE | FOODIE | ENTERTAINMENT

- Personas will continue to be promoted 2022
- Continue putting the consumer at the center of our brand by extending and enhancing the use of UGC throughout our 2022 campaign
- Expand the use of more personalized messages with our audience to increase engagement with the brand

# Marketing Overview

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IMPORTANCE

APPROACH

TACTICS

VISIT PANAMA CITY BEACH CREATIVE | COVID 19 CREATIVE

- Stay PCB Current will continue to provide informational updates on the evolution of the COVID-19 situation in Bay County/Panama City Beach.

STAY **PCB** CURRENT





## IMPORTANCE

## APPROACH

## TACTICS

### **MEDIA OBJECTIVES & STRATEGY | COVID-19**

- Implement a strategy and media objective based on COVID-19
- Continue to be a “Digital” first destination (specifically during COVID-19) so the media may be easily paused if needed.
- Tactics will include relevant media that performs filling “quick getaways” for visitors encouraging them to “Make It yours – Today!” ([Pulse Campaigns](#))
- Heavy up to drive visitation quickly if needed
- Broaden audience targeting to reach larger, travel/beach interested audience

### **NORMAL TRAVEL PATTERNS, THE STRATEGY WILL BE UPDATED AND FRESHENED TO:**

- Address all segments and stages of vacation planning
- Target based on dynamic segmentation modeling
- Customize against seasons, geography, events and annual support
- Utilize all data and metrics available to maximize strategies
- Introduce key learnings from the prior year
- Execute last year’s strategies that remain relevant
- Media partner selection based on historic results



## IMPORTANCE

## APPROACH

## TACTICS

**MARKETING PARTNERS** - With the support of Luckie & Co., Watuga Media Group, Lou Hammond Group, and Simpleview, our Agencies of Record, we will focus on an integrated approach that leverages the activities of the operational departments, as well as our industry partners to help communicate our story through a variety of media and messages.

**DIGITAL FIRST** – As more travel decisions continue to be made on mobile platforms, Visit PCB will leverage the strength of the PCB brand through innovative digital-first campaigns.

These “thumb-stopping” campaigns will showcase Panama City Beach as a dynamic beach destination that offers the experiences consumers crave.

Digital tactics will include Display, Pre-roll, Social, Native, Streaming Audio and Video along with Custom Display and Video.

### NEW TACTICS FOR 2022

- Building a dedicated portion of our efforts to focus on stealing share from competing destinations.
- Focused on partners with 1<sup>st</sup> party data as we move towards a world where audience tracking and privacy compliance becomes more important. We’re staying ahead of the curve of consumer privacy.
- Testing video ad enhancements/interactive overlays as that is an area of ad-tech innovation we are seeing in the market



## IMPORTANCE

## APPROACH

## TACTICS

**INTERACTIVE MARKETING** - Search engine optimization, marketing for VisitPanamaCityBeach.com, deployment of email automation and monthly e-newsletters to our database are all core strategies for the upcoming year, along with utilizing new and emerging digital technology.

- Dynamic Content Module will continue to enable Visit PCB to create content areas specific to Profiles set in the CMS. Profiles based on Geographic Location (e.g. in market vs. out of market) and interests. This allows us to display targeted content built for various User Profiles.
- (When Special Events Resume) Special Event App platform will continue to enable Visit PCB to deploy a full featured app for special events allowing for push notifications, in app message center, special offers and more.
- Conversion Rate Optimization will continue through 2022 as a high priority within our digital marketing strategy (leads, visitor guide downloads, e-Newsletter sign Ups, increased engagement, etc.).
- Updated Email Automation with new Act-On Platform through Simpleview will continue to be refined and allow Visit PCB to streamline marketing automation efforts. Marketing automation will incorporate systems, workflows and machine learning to increase engagement with our visitors.
- Website Refresh includes header/footer redesign as well as adding new collection templates to your CMS for content syndication.



## IMPORTANCE

## APPROACH

## TACTICS

### SOCIAL MEDIA

#### Goals: 1.5 Million Facebook Followers | 100k Instagram Followers

Visit Panama City Beach's website is a conduit for visitors to connect with the destination, easily plan their vacation and experience user-generated content across a variety of social media platforms.

Grow the love and passion our Facebook and Instagram followers have for PCB.

Plays an important role in keeping Panama City Beach Top of Mind among visitors and locals; drive positive brand sentiment.

Continue to create and enhance organic social campaigns like: #This is MY PCB, The 12 Stays of Christmas, PCB Through Our Eyes,

Will continue to play an important role in COVID 19 messaging

Will play an important role in Community Shared Values

#### NEW FOR 2022:

- Facebook Poll Ads
- Enhancing Pinterest to encourage re-pins and website traffic
- Tik tok will be a new social platform for Visit PCB to showcase the destination in a new, FUN way
- Trip Advisor blogs
- IG TV





IMPORTANCE

APPROACH

TACTICS

## SOCIAL MEDIA

### FACEBOOK, INSTAGRAM, TWITTER, GOOGLE, YOUTUBE, PINTEREST , SNAPCHAT ANG TIK TOK

continue to see marked growth. Visit PCB will set goals for each platform and continue to expand the platform mix, driving greater reach on existing platforms and expanding into new platforms.

- Watuga is our Paid Social Media Strategy Partner
- Crowdriff Platform will continue to be utilized for User Generated Content
- Utilize influencer/PR talent to create content for paid social
- Branded Experiences (Instagrammable moments for the Visit PCB office
- Chasin' the Sun Social Media Support will continue to be supported by the Visit PCB Marketing Team



# Marketing Overview

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## IMPORTANCE

## APPROACH

## TACTICS

**TRADITIONAL MEDIA** – Television, radio, and print advertising will comprise the majority of the traditional media campaigns.

However, due to COVID-19 traditional media will be limited so the marketing team can pause and resume media as needed.

The campaigns, based on the brand position of REAL. FUN. BEACH., will continue highlight how Panama City Beach offers consumers authentic, fun experiences with friends and family on vacation and highlight our “Make It Yours” copy and call to actions.



# Marketing Overview

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## IMPORTANCE

## APPROACH

## TACTICS



**VIDEO** – The TDC has developed an extensive library of b-roll video content that can be repurposed and edited into short, compelling videos to reach highly targeted consumers looking for the experiences that PCB offers.

The marketing team will continue to push these real FUN videos out to targeted consumers and specific niche audiences like the eco-friendly, adventure, romance, fishing and special events segments like family reunions, weddings etc., along with scenic/inspirational videos and Instagram Stories.

Videos will be a mix of authentic/organic, 360 and targeted creative.

- A plethora of Platforms will be utilized: YouTube VR, Vimeo and Facebook
- Proven engagement
- Tik Tok
- Grow You Tube followers

## IMPORTANCE

## APPROACH

## TACTICS

### PUBLIC RELATIONS

Continue the partnership with [Lou Hammond Group](#) to position Panama City Beach as the all American Real. FUN. Beach. through the following methods:

- Press Release distribution
- Press Visits – Group and Individual Trips | Influencers | Mommy Bloggers etc. Continue to target Niche Influencers like Diving, Fishing, Foodie, etc.
- Media Missions/Deskside visits (Virtual if needed) in key markets like Dallas, Houston, Atlanta, Birmingham, Chicago and New York
- Promotions | Broadcast Outreach
- Proactive pitching
- Reactive news bureau
- Integrated strategic planning with the team (Make It Yours Campaign)
- Brand messaging (Real. Fun. Beach. Tees/promo items) and storytelling
- Public awareness (COVID-19, Beach Flags, Leave Only Footprints Ordinance, etc.)
- Community Education and Outreach | Local Brand Ambassadors
- Public relations support for Chasin' the Sun Fishing Show and the Panama City Beach Sports Complex
- Crisis Communication
- Community Shared Values



# Marketing Overview

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## IMPORTANCE

## APPROACH

## TACTICS

### REAL. FUN. EVENT. SUPPORT

During the time of COVID-19 the Marketing team will continue to support the Special Events team with innovative virtual events like Pirates of the High Seas Fest and Beach Home for the Holidays.

**The Marketing Department will be nimble in supporting the Real. FUN. Special events.** to help drive demand in key periods to impact tourism for the destination.

The marketing support will keep all creative within the brand standards of Visit Panama City Beach and also work to target and support new audiences.

- Special Event overviews for each Visit PCB signature event will continue to be created to include the event goal, opportunity statement, creative assets, budget and results
- Special Event marketing support for Visit PCB signature events along with continued marketing support for partner events via the special event support marketing template will continue for 2022



# Marketing Overview

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IMPORTANCE

APPROACH

TACTICS

## REAL. FUN. SPORTS. SUPPORT

The Marketing Department will continue to support the Real. FUN. Sports. team to help drive demand in key periods to impact tourism for the destination. The marketing support will keep all creative within the brand standards of Visit Panama City Beach.

- A dedicated strategic media plan will be implemented to promote Panama City Beach as a world class destination for all sports and facilities in the destination
- Continue with Promotions to present the Panama City Beach Sports Complex as the premier, all purpose outdoor venue in the southeast with the primary focus on amateur sports events that will economically impact Panama City Beach
- Support with creative and collateral development, social media, public relations, etc.



# Marketing Overview

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IMPORTANCE


APPROACH

TACTICS

## Sales Department Marketing Support | International Marketing & Public Relations

**Due to COVID-19, all international efforts have been suspended**

Support for the sales department/team will continue through creative assets, website (updating the weddings, Group, Celebrations pages for 2022), and domestic advertising.



**BROADEN YOUR AGENDA**

Your group has many different interests. Delight them all with the unforgettable experiences at Panama City Beach - everything from dolphin tours and eclectic shopping to championship golf and local seaside delicacies. Our group travel team will help you plan the perfect event. Make your next gathering one they'll remember. Make it yours at Panama City Beach.

PLAN NOW:  
[VISITPANAMACITYBEACH.COM/GROUPS](http://VISITPANAMACITYBEACH.COM/GROUPS)

 Panama City Beach  
FLORIDA





# Marketing Overview

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IMPORTANCE

APPROACH

TACTICS

## PANAMA CITY BEACH PARTNER SUPPORT

- Continue to develop a robust series of co-op marketing selections to our partners. Analyze campaign results, gather partner feedback and adjust the programs as necessary to make it the most successful.
- Facebook Lives | Promoted Posts | Print | Radio | Email Sweepstakes | Targeted Digital Display etc.
- Partner Toolkits will be provided to partners to effectively communicate the Visit PCB brand and special event collateral support
- Crisis Communications support for partners will continue via Closed Facebook Group to allow for update to date and real time information to be communicated.
- Partner Marketing and PR Roundtables will resume via zoom or in person once the pandemic is over.





## IMPORTANCE

## APPROACH

## TACTICS

### COMMUNITY SHARED VALUES | BEACH RESPONSIBLY SAFETY MESSAGING

Beach Responsibly | Stay PCB Current Safety Messaging Campaigns

- Beach Safety promotions of double red flags (text messages, billboards in rotation, geo fencing display banners, etc.
- Leave only footprints | Keep PCB Beautiful
- Covid Messaging (as needed)
- Stay It Forward



# Marketing Overview

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IMPORTANCE

The detailed marketing plan will presented to the TDC/CVB Board of Directors its October Board Meeting.

APPROACH

TACTICS



# SALES STRATEGY





# Sales Overview

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## IMPORTANCE

## APPROACH

## TACTICS

The sales team continues to adjust their strategy according to the ever-shifting meeting planner and travel trends due to the pandemic. The focus on regional group meetings and conventions will continue with an added push for smaller meetings of 40+. As leisure and business travel builds the sales activities will resume. The efforts made in 2020/2021 to preserve existing relationships with meeting planners and industry influencers has served us well as meetings slowly come back.

Through continued tradeshow attendance, participation in industry organization committees and accreditations, and enhanced community engagement Visit PCB will be poised to gain their share of future meetings, conventions and leisure bookings.



## IMPORTANCE

## APPROACH

## TACTICS

For 2021/2022 the market distribution is as follows:

### [Renee Wuerdeman, Vice President of Sales](#)

Third Party Planners – all markets

Consumer

### [Helen Adami, Director of Destination Sales](#)

Domestic Group Tour and Travel

Meetings – all markets

Consumer

### [Sales Coordinator](#)

Social – Weddings, Fraternal, Family and Military Reunions

Religious



## IMPORTANCE

## APPROACH

## TACTICS

### Primary Initiatives

#### Sales Marketing Plan

Digital and print marketing in industry newsletters, digital platforms, virtual meetings and magazines will be the primary methods of reaching the meeting planner audience.

#### Industry tradeshow, memberships, committees, and accreditations

The sales team will become more involved in industry organizations by committee participation, committee positions and recognized accreditations.

#### Enhanced Community and Partner Engagement

The sales team will actively participate the Community Shared Values program initiated by Visit Panama City Beach, and continue to build strong partnerships within the Northwest Florida Beaches Tourism Council sales initiatives.

#### Hosted Buyer Conferences

PCB will host one buyer conference in September 2022 with an estimated 350+ planners and travel influencers attending.



## IMPORTANCE

## APPROACH

## TACTICS

### Marketing

The sales department will partner with the marketing team to maintain a group sales presence in the marketplace:

- Create an annual meetings and travel marketing message
- Digital coverage with tradeshow and membership organizations
- Content for digital programs and collateral
- Upgrade digital platform content

### Digital Programs

Update digital programs used for lead generation, sales progression, and follow-up

- Cvent – a digital platform used by meeting planners destination searches and RFP delivery directly to the CVB and partners who participate in the program. Cvent is the most widely used program of this type
- SendSites – a digital design format allowing us to create and send visually compelling sales information to clients
- Simpleview – the sales department utilizes the sales and membership/partner modules for sales follow through with potential bookings and account and partner maintenance



## IMPORTANCE

## APPROACH

## TACTICS

**Tradeshows** – The sales tradeshow calendar has been set and will include top hosted buyer opportunities with the following organizations:

- Connect Meetings
- Convention South
- Northstar Meetings & Events
- Small Market Meetings
- Southeastern Tourism Society
- Visit Florida

**Consumer and Domestic Travel Tradeshows** – Group travel shows provide opportunities to interact with domestic tour operators and other group travel organizers. Sales will partner with the following organizations in 2021/2022:

- Visit Florida - co-ops
- Group Travel Family - hosted buyer/influencer event
- Travel & Adventure Shows
- AAA Travel Shows
- Military based travel shows

## Memberships

- Alabama Council of Association Executives
- American Bus Association
- Christian Meetings & Conventions Assn.
- Destinations International
- Florida Society of Association Executives
- Georgia Society of Association Executives
- Group Travel Family
- Meeting Professionals International
- Military Reunion Connection





## IMPORTANCE

## APPROACH

## TACTICS

### Partner Engagement Meetings

The purpose of the meeting is to foster partner relationships through meaningful communication that positions Visit PCB as the leading tourism resource in the area by creating a strong, cohesive sales force, something the meeting planners look for when selecting conference sites

### Hosted Buyer Conferences

These conferences provide face to face appointments between meeting and travel influencers from all market segments and hospitality suppliers. We have a goal to host 6 of these meetings in 3 years (we have booked 5) bringing approximately 335 influencers to PCB with opportunities to host familiarization tours.

Current hosted buyer conferences:

SPORTS, The Relationship Conference – 100 Influencers September 9-12, 2019

Visit Florida, Florida Encounter - 60 Influencers November 20-22, 2019

Small Market Meetings Summit – 25 Influencers

Select Traveler Conference – 75 Influencers

Going on Faith Conference – 75 Influencers

Paused - Arrowhead Conferences & Events –hosting the 21 Meeting planners who work for this organization



# SPECIAL EVENTS STRATEGY



# Special Events Overview

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## IMPORTANCE

Special events are an important part of our year around visitation strategy in Panama City Beach. Research has shown that our visitors will increase the frequency of their visits when given a compelling reason to do so. Outside of the peak summer season, festivals and special events help spur this type of travel.

## APPROACH

## TACTICS

Additionally, fun, unique and well-orchestrated festivals and special events can have a halo effect for destinations and create intangible benefits by spurring interest in the destination even if the potential visitor is unable to attend a specific event.

We will continue to evaluate and monitor the COVID 19 pandemic and its possible effects on large gatherings. Staff feels that keeping the established branded events relevant is important for the destination as things return to normal.

We will continue to foster, and advise, relationships with organizations throughout the destination to create and assist with special events that have the potential to drive incremental demand for Panama City Beach as a tourist destination. A good example is the PCB Fishing Rodeo at the Grand Lagoon.



# Special Events Overview

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## IMPORTANCE

## APPROACH

## TACTICS

The TDC operates several high-profile events throughout the year. These events include: Pirates of the High Seas Fest, Beach Home for the Holidays, the Panama City Beach Mardi Gras Music Festival featuring the Krewe of Dominique Youx Parade, and the award winning UNwined Festival.

This past year Pirates of the High Seas Fest and Beach Home was converted over to a virtual event in order to maintain the social distancing guidelines set by city and state officials. Staff believed that by hosting these virtual events it will keep the event relevant and keep the visitor engaged in Panama City Beach. This proved to be successful for the destination as Pirates of the High Seas Fest is up for several awards. We will continue to modify events to conform to the guidelines as the need presents itself. Due to the current COVID guidelines, the 2021 event will be produced in the same format. As the landscape continue to evolve and change, staff will continue to adjust strategy related to events.

The TDC will collaborate with outside organizations on festivals, concerts and special events that take place throughout the year. This collaboration includes: sponsorships, in-kind or paid advertising support and events operations assistance. Additionally, the TDC will continue to develop, manage, host and publicize signature events designed to increase visitation to the destination. These events include: New Year's Eve Beach Ball Drop, Food Truck Festivals of America, Emerald Coast Boat & Lifestyle Show, Oktoberfest, PCB Scottish Festival, Emerald Coast Cruizin' (Fall & Spring), Seabreeze Jazz Festival, Florida Jeep Jam, Thunder Beach (Fall & Spring), SandJam and Pepsi Gulf Coast Jam.

The TDC will continue to support and add events to the calendar as we strive to make Panama City Beach a year-round destination. All the events supported by the TDC must/should strengthen, extend, and leverage the brand of Real.Fun.Beach.



# Special Events Overview

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## IMPORTANCE

## APPROACH

## TACTICS

- Maintain relationships with existing events, as well as work together to enhance the events through available resources including sponsorship, advertising/marketing, venue/barricade support or event management.
- Engage the industry partners, through workshops, on events, market trends and new opportunities that will create incremental demand for the destination.
- Use innovative event themes to support and extend the REAL.FUN.BEACH brand and create additional awareness and demand for Panama City Beach.
- Develop and manage budgets for each event to ensure the TDC is able to effectively and efficiently execute a quality events within established budget parameters.
- Attend and engage in Industry tradeshow and conferences to reach industry decision leaders; attend educational event seminars; and showcase the destination's venue to potential event partners. Conduct site visits to similar size festivals for best practices of current events.
- Continue to be involved with Board's and Committee's of special event conferences.
  - Florida Festivals & Events Association
  - International Festivals and Events Association
  - Pollstar
  - International Entertainment Buyers Association (IEBA)
- Foster relationships with national artist agencies such as WME, Live Nation, UTA, Paradigm, AEG Live, etc. and explore opportunities to enhance current events or produce new events.
- Coordinate annual events calendar of events taking place in Panama City Beach.
- Look for creative and engaging ways to host events during this COVID-19 Pandemic by staying in contact with the health department, and staying up to date on the latest guidelines and trends related to the pandemic.





# VISITOR SERVICES STRATEGY



# Visitor Services Overview

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## IMPORTANCE

## APPROACH

## TACTICS

The Visitor Services staff provides an important role for visitors with their informative and engaging experience for our visitors. We will implement strategies to help potential visitors choose Panama City Beach over competitive destinations, and encourage current visitors to do more, stay longer, and visit more frequently, while reinforcing the REAL.FUN.BEACH. Brand.



# Visitor Services Overview

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## IMPORTANCE

## APPROACH

## TACTICS

The Visitor Services staff will focus on providing a welcoming, courteous, approachable service and be the first point of contact for our visitors. They are knowledgeable, friendly, and confidently engaging while encouraging visitors to utilize CVB resources – Visitors Magazine, website, etc. – as the preferred source of information throughout their stay in Panama City Beach.





# Visitor Services Overview

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## IMPORTANCE

## APPROACH

## TACTICS

- Maintain and enhance standards of excellence in answering visitors' questions about the destination, whether by phone, at the airport, in the Visitor Information Center, or an off-site location.
- Actively interact with guests visiting the Visitor Information Center and encourage guests to use the TDC's website as their primary, trusted information source while visiting Panama City Beach.
- During major tournaments at the Sports Complex, major special events and city-wide conferences, provide off-site visitor information services to extend the reach of the Visitor Information Center.
- Handle fulfillment of Visitor Magazine requests.
- Rotate free-standing kiosk displays in Visitor Information Center to highlight events, eco-tourism, and other unique and memorable aspects of Panama City Beach.
- Create and maintain an Instagram location outside of the Visitor Center.
- Expand and enhance retail items available for sale in the Visitor Center.
- Organize the TDC's National Tourism Day events.
- Ensure visitors are aware of the Flag Warning System and Leave No Trace ordinance
- Raise visibility within the community by having a presence at community events.
- Conduct themed events/activities to highlight upcoming events/seasons.
- Organize Winter Resident Appreciation Days.
- Organize Winter Resident Events
- Enhance the visitors' lobby experience with Photo Booth Mirror, to provide additional services such as printing beach information, itineraries, and activity calendars.



# SPORTS MARKETING STRATEGY



# Sports Marketing Overview

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## IMPORTANCE

## APPROACH

## TACTICS

As evidenced by the TDC's \$39 million investment in the Panama City Beach Sports Complex, amateur athletic tournaments are a central component of the TDC's strategy to generate incremental visitor demand. In FY 2022, we will continue to target our key sports markets of softball and baseball, as well as emerging markets in both tournaments, such as soccer and lacrosse, flag football and sporting events, including road races, beach, water and indoor sports that support this goal while staying with industry trends.

A centerpiece of our efforts, once again, will be the new sports complex. With existing overflow, we expect the facility to operate near capacity during the summer months, in addition the complex will focus on hosting tournaments that occur outside our peak travel season. We will coordinate efforts between the City and Sports Facilities Management (SFM) to maximize utilization of all available tournament facilities, including Frank Brown Park and the Panama City Beach Sports Complex. There has been a proven demand on rectangular fields for a variety of sports such as soccer, lacrosse, football, flag football, rugby and field hockey. With the addition of the new sports complex, 12 month use and business for the destination will be created.

Visitors coming to Panama City Beach to participate in or experience a tournament or sporting event continues to generate over 100,000 room nights and a direct visitor spending total economic impact in excess of \$75,000,000. Sports has continued to prove to be resilient when the destination is faced with natural disasters or pandemics, proving to be an important strategy to drive visitor demand.

Additionally, as outlined in the Strategic Plan, we will continue the planning of a proposed indoor facility to further diversify our product offerings and our ability to drive incremental year-round visitor demand.



## IMPORTANCE

## APPROACH

## TACTICS

Attracting, fostering and growing tournaments and sporting events requires a multifaceted approach that includes acting as a liaison and partnering the events right holders with the local partners that can help bring the event to fruition. These partners include local governments for the use of athletic facilities, accommodations and others. Special attention must be given to the recommendations of the CDC as well as City and State Government as we navigate, once again, through the COVID-19 Pandemic. It is our goal to provide a clean and safe environment in which to host world class tournaments.

Additionally, financial assistance in terms of sponsorships, bid fees, and host fees may be required to secure the events. By securing national, regional and large-scale events in Panama City Beach, local businesses, as well as local governmental partners benefit by having increased revenues from out of town visitors attending the events.

The TDC understands the standards required to host tournaments that will generate visitation and promote tourism may be higher than what is required for local play. The TDC remains committed to continue collaborating with local governments in making necessary enhancements to the public venues to ensure they are maintained in a tournament-ready condition.

In addition staff continues to foster relationships with event right holders for potential large scale indoor events that could take place in the future indoor special event center.



## IMPORTANCE

## APPROACH

## TACTICS

- Attend tradeshows, conventions and conferences as appropriate, while coordinating efforts with SFM when possible. These include:
  - Sports ETA, TEAMS, Connect, SPORTS-The Relationship Conference are sports conferences where attendance is vital for national exposure and networking. The Florida Sports Foundation Annual Summit attendance keeps us up-to-date on the State's sports initiatives and grant funding opportunities. NSA/USSSA/ASA conventions will be attended, as well as, national lacrosse and soccer meetings. The Sports and Events team will focus more efforts on one on one relationships with rights holders, engaging them in site visits as opposed to meetings at the annual tradeshows when COVID conditions interfere with normal operations.
  - We will make sure that staff maintains the highest industry accreditation and engages in conference committee opportunities.
- Provide assistance in terms of sponsorships, bid fees and host fees:
  - Sponsorships – paid to the event right holders, conferences and conventions: NSA/ISA/USSSA Convention Outings/Booth, Gulf Coast Collegiate Classics, WSL, Arnold High Basketball Classic, Sports ETA/TEAMS/Connect/SPORTS Relationship conferences, 9/11 Stair Climb, flag football, and other sporting events – such as Gymnastics, Cheer, Dance, & Golf - occurring in Panama City Beach
  - Bid Fees – paid to the event right holders to secure events: baseball - Grand Slam World Series and Perfect Game; softball – NSA Worlds, USSSA Worlds, USFA, and WSL, Beach Volleyball, Soccer Tournaments, Visit Panama City Beach IRONMAN Florida and the Visit Panama City Beach IRONMAN Gulf Coast 70.3.
  - Host Fees – paid to local public athletic venues, including Frank Brown Park and other local overflow facilities to offset the costs of hosting the events: FL/AL High School Fastpitch Challenge, NAIA, Gameday USA, SNAP Soccer, GCSC Fastpitch-Basketball Classics, USSSA Worlds, NSA Fall World Series, USSSA Fastpitch , Grand Slam Baseball, USFA and WSL World Series.



## IMPORTANCE

## APPROACH

## TACTICS

### Other strategies:

- Conduct workshops to facilitate communication between current and potential events right holders with local tourism businesses.
- Host Sports Conferences and FAM trips with qualified event rights holders.
- Enter into strategic partnership arrangements with organizations that have the ability to bring multiple tournaments to Panama City Beach.
- Continue to pursue grant opportunities to offset cost of events.
- Remain current with trending sports opportunities such as e-sports and International events.
- Continue working with other local facilities/entities that may have inventory not available in Panama City Beach ex; Tommy Oliver Stadium and Gulf Coast State College, to increase visitation and developing County-wide events.
- Work with local facilities and event right holders to ensure that we are adhering to the guidelines put out by the Florida Department of Health and The CDC.
- Maintain and develop strategic relationships with national publications to insure the destination has maximum exposure in print and online opportunities.
- Work actively with SFM to expand and develop events.
- Stay active in national associations committees and the local parks and recreation board.





# COMMUNITY SUPPORT STRATEGY



# Community Support Overview

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## IMPORTANCE

## APPROACH

## TACTICS

Panama City Beach is a large beach destination generating approximately of \$2.9 billion in economic impact (direct, indirect and induced), with over 17,500 overnight accommodations available to visitors and over a thousand small businesses serving our visitors. These independent, small businesses are the lifeblood of the Panama City Beach experience. To effectively tell the Panama City Beach story, in order to have potential visitors select Panama City Beach over all other destinations, the TDC needs to engage and partner with these businesses. We need to know their story. The tapestry of these businesses is one of the differentiating factors that make Panama City Beach special.

Many of these businesses have limited advertising budgets to market themselves. Through a robust cooperative marketing program, the TDC will provide affordable opportunities to Panama City Beach tourist businesses to advertise and promote the goods and services they offer. Getting more partners involved with the TDC will assist in extending our brand and bringing Real.Fun.Beach. to life. We also gain a better understanding of the needs of our partners which will assist us in planning for future events, campaigns and marketing activities.

The TDC also actively partners with non-profit organizations, like the Northwest Florida Tourism Council, Panama City Beach Chamber of Commerce, Bay County Chamber of Commerce and the Grand Lagoon Coalition, that are actively engaged in enhancing tourism to Panama City Beach.

Additionally, the TDC provides support, which is limited by statute, to Bay County and the City of Panama City Beach. This support helps offset the costs of lifeguards and public safety, as well as ensuring the facilities Aaron Bessant Park and Frank Brown Park are maintained at a level to attract incremental visitation to Panama City Beach.





# Community Support Overview

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## IMPORTANCE

To engage our partners, the TDC must create value and clearly demonstrate the importance of their participation in our programs - to answer the question, “what’s in it for me?”

## APPROACH

To this end, we revamped our approach to cooperative marketing. The TDC publishes the Visitors Guide, which is produced on an annual basis in order to provide up-to-date and relevant content to visitors as they make their travel planning decisions and allow our partners to adjust their marketing messages by season. The TDC also offers co-op marketing opportunities on an ongoing basis throughout the year to help our partners leverage their advertising budgets and take advantage of opportunities as they arise.

## TACTICS

One of the most important aspects of the TDC is listening to the needs of our partners, and that role extends to all members of the TDC staff. As we go forward, it is important for all the management team to reach out and interface with our partners in order for the industry to fully appreciate all that the TDC does in marketing Panama City Beach as a tourist destination. This outreach activity takes on many forms, including one-on-one, sending out industry newsletters and updates, hosting workshops and seminars, and participating in community activities.

Panama City Beach offers a wide variety of superlative experiences, showcased in the TDC’s Make it Yours personas, that extend beyond the traditional activity of “hanging out on the beach.” In FY 2021, the TDC will assist partners on strategies to showcase these experiences that can be incorporated into our targeted marketing campaigns.



# Community Support Overview

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## IMPORTANCE

## APPROACH

## TACTICS

- Develop Partner Engagement toolkit in order to effectively communicate all the goods and services the TDC has to offer.
- Working with the publisher of the Visitors Guide and the Marketing Department, develop a dynamic cooperative marketing sales kit that outlines the various cooperative marketing opportunities.
- Continually survey industry partners on their marketing needs and work with the Marketing Department on the development of new cooperative programs each quarter.
- Develop a brand toolkit that will assist industry partners in incorporating Real.Fun.Beach. into their messaging without diluting the brand or creating brand confusion.
- Each functional department of the TDC will host workshops on issues of interest to industry partners.
- To highlight the importance of tourism to the local community and its economy, the TDC will host National Tourism Month activities during the month of May.
- Partner with Visit Florida and other communities in Northwest Florida, through the Northwest Florida Tourism Council, on regional marketing initiatives.
- Maintain a presence in the Panama City Beach Chamber of Commerce's Circuit Magazine that highlights the importance of tourism to our community and how the TDC carries out its mission.
- Maintain CRM system with current partner contact information.
- Revamp industry communications – extranet landing site, newsletters, etc. – to increase readership and participation.



# TOURISM DEVELOPMENT STRATEGY



# Tourism Development Overview

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## IMPORTANCE

## APPROACH

## TACTICS

Tourism Development Department projects have allowed the TDC to expand the channels available to market Panama City Beach as a tourist destination. These projects include development of the Panama City Beach Sports Complex, “Chasin’ the Sun” television program, *Visit Panama City Beach* visitor magazine and Celebration Tower. In addition, post-Hurricane Michael destination marketing and public relations support for Mexico Beach are directed through this department.

Ultimately, tourism development activities help drive incremental visitation and awareness through corporate relationships, cutting-edge media and new tourism products. Its goals are to:

- Generate additional sources of revenue and offset production costs through sponsorship sales and grants;
- Develop new venues to support the TDC’s strategic plan, Hurricane Michael recovery efforts and COVID-19 response;
- Respond to developments regarding COVID-19 impacts on tourism to ensure appropriate messaging and sponsorship sales strategies;
- Support Mexico Beach until such time as its tourist development tax receipts are sustainable;
- Assist local entities, e.g., City of Panama City Beach, Bay County Chamber of Commerce, PCB Chamber of Commerce, Bay Economic Development Alliance) that are actively involved in advancing tourism-related activities;
- Establish and leverage relationships with consumer brands to enhance *Visit Panama City Beach* programs and elevate the “REAL. FUN. BEACH.” brand; and,
- Produce and deliver creative, compelling content and tourism products that take PCB’s story to new audiences.



# Tourism Development Overview

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## IMPORTANCE

In FY 2022, we will continue to aggressively pursue corporate investment (sponsorship) as a means to enhance existing tourism assets and drive incremental revenue.

## APPROACH

The PCB Sports Complex offers excellent opportunities to generate sponsorship revenue via naming rights, signage, activations and cost-saving vendor agreements.

## TACTICS

We continue to evolve plans for a new indoor sports center adjacent to the outdoor fields complex. In the wake of Hurricane Michael, opportunities to utilize the facility during “gray sky” conditions have led to enhancements that positively impact the community’s resilience to disasters. As a result, approximately \$13 million in federal disaster mitigation and economic development grants has been secured to partially fund the project.

Triumph Gulf Coast (TGC) has not acted on the TDC’s indoor sports center grant application (originally submitted in March 2018); however, our efforts remain focused on obtaining TGC funding to bring the project to fruition.

Nationwide, corporate sponsorship sales have decreased in the wake of COVID-19; however, Panama City Beach’s sustained popularity as the *REAL. FUN. BEACH.* and the reliability of sports tourism help mitigate these effects and, in fact, offer sales opportunities.

We will position *Visit Panama City Beach* as an investment vehicle for companies to reach millions of visitors and, by doing so, increase awareness and sales. Aligning our brand with America’s top corporate brands also elevates the reputation of Panama City Beach among visitors and the community at large.



# Tourism Development Overview

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## IMPORTANCE

## APPROACH

## TACTICS

The TDC will aggressively seek corporate sponsorships by pursuing:

- National companies that offer products/services with universal appeal or target the coastal vacation experience or amateur sports;
- Bay County-based companies that have high visibility and offer products/services targeted to visitors or see value in aligning themselves with Panama City Beach as a way to build community awareness, foster goodwill or underwrite local events; and,
- Private businesses interested in forming partnership alliances that add value to the sponsorship proposition.

The TDC will actively seek new sources of revenue to supplement programs traditionally funded through the Tourist Development Tax by:

- Leveraging opportunities to monetize assets associated with the Panama City Beach Sports Complex;
- Identifying opportunities to monetize a wider variety of TDC assets (website, social media, events);
- Continuing to evolve the CTS-TV sponsorship model to generate cash investments; and,
- Sourcing and applying for grants offered by governmental agencies, private corporations, foundations or other entities for the express purpose of promoting tourism-related activities.





# Tourism Development Overview

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## IMPORTANCE

## APPROACH

## TACTICS



A cornerstone of Tourism Development Department efforts is the award-winning Discovery Channel television series, “Chasin’ The Sun,” filmed entirely in Panama City Beach.

- Showcases world-class fisheries – *inshore, offshore, bay, pier, surf, backwater creeks.*
- Episodes feature popular species – *redfish, pompano, grouper, snapper, tarpon, kingfish.*
- Highlights recreational diving – *artificial reefs, near shore shipwrecks.*
- Focuses on the coastal lifestyle and outdoor recreation.
- All full episodes available for viewing on demand at ChasinTheSunTV.com and more than 30 Over-The-Top (OTT) platforms, including Amazon Prime, Roku, Samsung TV Plus and Outdoor America.
- Related programming includes monthly fishing report, event activations, local media appearances, outdoor journalist FAM trips, social media, e-newsletters, contests, public relations, industry involvement and *Visit Panama City Beach* magazine articles.

### 2022 SEASON SEVEN

Air Dates	January – June
Broadcast Weeks	26
Original Episodes	13 (each airs 2x)
Day/Time	Saturdays 7:30am CST

IMPORTANCE

APPROACH

TACTICS



## DISTRIBUTION PLATFORMS

**100,000,000+ HOUSEHOLDS**

Network & Local Affiliate TV • On-Demand Streaming Services  
Over-The-Top (OTT) Platforms





# Tourism Development Overview

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IMPORTANCE

APPROACH

TACTICS



## KEY METRICS

### BROADCAST TELEVISION

Discovery Channel

3.6 million viewers (HH)

### FACEBOOK

Fans	35,459	+17.8%
Impressions	1,034,112	+386.9%
Engagement	53,570	+265.1%

### INSTAGRAM

Followers	2,490	+19.5%
Impressions	139,322	+20.2%
Engagement	7,845	+15.8%

### YOUTUBE

Subscribers	1,729
Video Views	28,589
Watch Time (Hours)	4,588
Impressions	205,708

### DATABASE E-BLASTS

Frequency	18
Total Quantity	205,401
Open Rate	9.3%

Metrics were measured for the network broadcast season (January 1 – June 30, 2021)



# Tourism Development Overview

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## IMPORTANCE

## APPROACH

## TACTICS

In FY 2022, the Tourism Development Department will:

- Leverage brand relationships through cross-promotions, event activations and sharing of digital content across media platforms.
- Identify sources of tourism-related grant funding and submit applications as appropriate.
- Grow the “Chasin’ The Sun” brand via social media engagement using video, contests and strategies to encourage User Generated Content (UGC).
- Develop a website strategy to drive digital sponsorship revenue by matching visitor interest categories with companies operating in those market segments.
- Expand relationships with existing rights holders to develop co-op sponsorship programs.
- Identify cross-promotional opportunities involving multiple sponsors and facilitate joint activations to maximize their combined investments.



# Tourism Development Overview

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## IMPORTANCE

## APPROACH

## TACTICS

### Panama City Beach Vacation Magazine

The marketing team will continue to work with Rowland Publishing to provide curated content to potential visitors and subscribers.

- Mailed to Visit PCB subscribers – current subscriber list is in excess of 38,000 households
- Distributed through the TDC Visitor Information Centers, Visit Florida Visitor Information Centers, Sales Trade Shows, Media Missions
- Promoted as a part of the paid social media campaign to targeted audiences



**Panama City Beach Sports Complex**  
**Budget FY2022**  
October 2021 - September 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Budget Total	% of Tot Rev
Income														
Total 40300 Soccer	\$ 4,691	\$ 13,916	\$ 3,741	\$ 14,516	\$ 2,316	\$ 6,816	\$ 2,316	\$ 19,216	\$ 2,316	\$ 7,916	\$ 3,916	\$ 6,816	\$ 88,492	5.8%
Total 40400 Football	-	3,500	-	5,000	2,800	-	-	-	-	-	-	-	11,300	0.7%
Total 40500 Lacrosse	-	-	4,500	-	-	-	4,000	-	5,000	-	-	-	13,500	0.9%
Total 40600 Baseball	20,800	7,400	15,700	36,000	13,000	25,000	21,000	6,500	120,000	25,000	10,200	12,000	312,600	20.6%
Total 40700 Softball	10,000	-	-	-	5,500	-	2,800	3,000	-	50,000	2,500	10,500	84,300	5.5%
Total 40800 Youth & Rec Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total 40900 Adult Recreation	-	-	-	-	5,500	8,500	-	-	-	-	4,000	2,500	20,500	1.3%
Total 41000 Other Field Income	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total 41500 Food and Beverage	32,500	30,000	50,000	22,500	20,000	32,000	36,000	48,000	150,000	160,000	12,000	40,000	633,000	41.6%
Total 41600 Merch Shop	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total 41900 Other Revenues	10,227	13,955	9,800	14,425	11,050	7,050	7,110	10,330	17,100	17,205	5,663	7,370	131,285	8.6%
41910 Other Revenues Advertisement/Sponsorship	-	-	-	-	-	-	-	-	-	-	-	225,000	225,000	14.8%
Total Income	78,218	68,771	83,741	92,441	60,166	79,366	73,226	87,046	294,416	260,121	38,279	304,186	1,519,977	100.0%
Cost of Goods Sold														
Total 50000 Part-Time Contract Labor	\$ 14,500	\$ 12,500	\$ 10,500	\$ 19,000	\$ 13,000	\$ 20,000	\$ 14,033	\$ 15,200	\$ 32,000	\$ 40,293	\$ 21,000	\$ 13,000	\$ 225,026	14.8%
Total 50800 Youth & Rec Programs COGS	-	-	-	-	-	-	4,180	-	-	-	-	-	4,180	0.3%
Total 50900 Adult Recreation COGS	-	-	-	-	-	-	4,180	4,445	-	-	-	-	8,625	0.6%
Total 51500 Food & Beverage COGS	12,675	11,700	19,500	8,775	7,800	12,480	14,040	18,720	52,650	57,150	4,680	15,600	235,770	15.5%
Total 51600 Merch Shop COGS	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total 51900 Other Revenue COGS	913	2,132	1,945	3,031	238	881	736	2,188	2,188	4,756	856	46,612	66,076	4.3%
Total Cost of Goods Sold	28,088	26,332	31,545	30,806	21,038	33,361	37,169	40,553	86,838	102,199	26,536	75,212	539,677	35.5%
Gross Profit	50,130	42,439	52,196	61,635	39,128	46,005	36,057	46,493	207,578	157,922	11,743	228,974	980,300	64.5%
Expenses														
Total 60000 Advertising / Marketing	\$ 4,550	\$ 750	\$ 750	\$ 2,550	\$ 750	\$ 750	\$ 750	\$ 4,550	\$ 750	\$ 750	\$ 750	\$ 750	\$ 18,400	1.2%
Total 60400 Bank & Other Service Charges	1,100	1,272	1,332	2,295	1,105	2,176	1,724	1,475	3,500	3,589	1,933	1,779	23,280	1.5%
Total 61000 Legal and Professional Fees	-	-	-	-	-	-	726	-	-	-	-	-	726	0.0%
Total 62000 General & Administrative Expenses	2,626	976	1,726	2,226	5,976	976	2,226	2,176	976	1,026	976	2,176	24,062	1.6%
Total 63300 Insurance	30,038	-	-	-	-	-	-	-	-	-	-	-	30,038	2.0%
Total 64000 Supplies and Services	1,706	1,606	1,606	1,606	2,306	1,606	1,606	1,706	2,460	1,860	1,606	1,706	21,380	1.4%
Total 65000 Contract Labor & Management Fee	50,004	50,004	50,004	50,422	50,422	65,275	50,422	50,422	50,422	50,422	65,275	50,422	633,516	41.7%
Total 66000 Other Payroll Expenses	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.8%
Total 67200 Repairs and Maintenance	19,083	15,483	13,483	15,983	13,483	13,483	15,983	14,883	13,483	15,983	13,483	15,483	180,296	11.9%
Total 68600 Utilities	19,404	21,204	20,804	15,604	17,004	13,504	15,904	14,104	16,204	25,304	17,204	14,804	211,048	13.9%
Total Expenses	129,511	92,295	90,705	91,686	92,046	98,770	90,341	90,316	88,795	99,934	102,227	88,120	1,154,746	76.0%
Net Operating Income	(79,381)	(49,856)	(38,509)	(30,051)	(52,918)	(52,765)	(54,284)	(43,823)	118,783	57,988	(90,484)	140,854	(174,446)	(11.5%)
Subsidy Required	\$ 174,446													



# TOURISM DEVELOPMENT STRATEGY – SPORTS COMPLEX BUDGET & PROGRAM OF WORK









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# EXECUTIVE SUMMARY

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Our directive for FY 2021-2022 is for the Panama City Beach Sports Complex leadership team to drive revenue through diverse events, programming, and increased sponsorship opportunities. After facing some challenges with event cancellations in FY 2020-2021, our goal is to utilize the strong network of event rights holders and strategically place events that will deliver teams and be successful, no matter the time of year. The new normal with COVID-19 still presents some challenges, but with continued efforts to work with the Visit Panama City Beach CVB Sports & Special Events Team, as well as the SFM Network, new events and partners are being identified and strategically placed within our available calendar of events.

The management team continues to identify areas that will affect growth and development of the sports complex including:

- Continued synergy with the Visit Panama City Beach CVB to collaborate on tournament bids/referrals while maintaining focus on economic development resulting in tax growth.
- Identify opportunities to combine smaller events simultaneously with large events to maximize field usage.
- Continue to develop long-term partnership opportunities with new and existing Event Organizers.
- Focus on Rectangle Field programming/event development.
- Implement policies to ensure payment received in timely manner for all events.
- Increase additional revenue sources through partnership with Event Organizers via facility fees for parking or gate and new consumer offerings.
- Development of sustainable and measurable sponsorship opportunities, including offering affordable tiers for local market.
- Work with SFM partners for long term contract deals with increased revenue capabilities.
- Expansion of PCBSC owned events for local league play and tournaments.

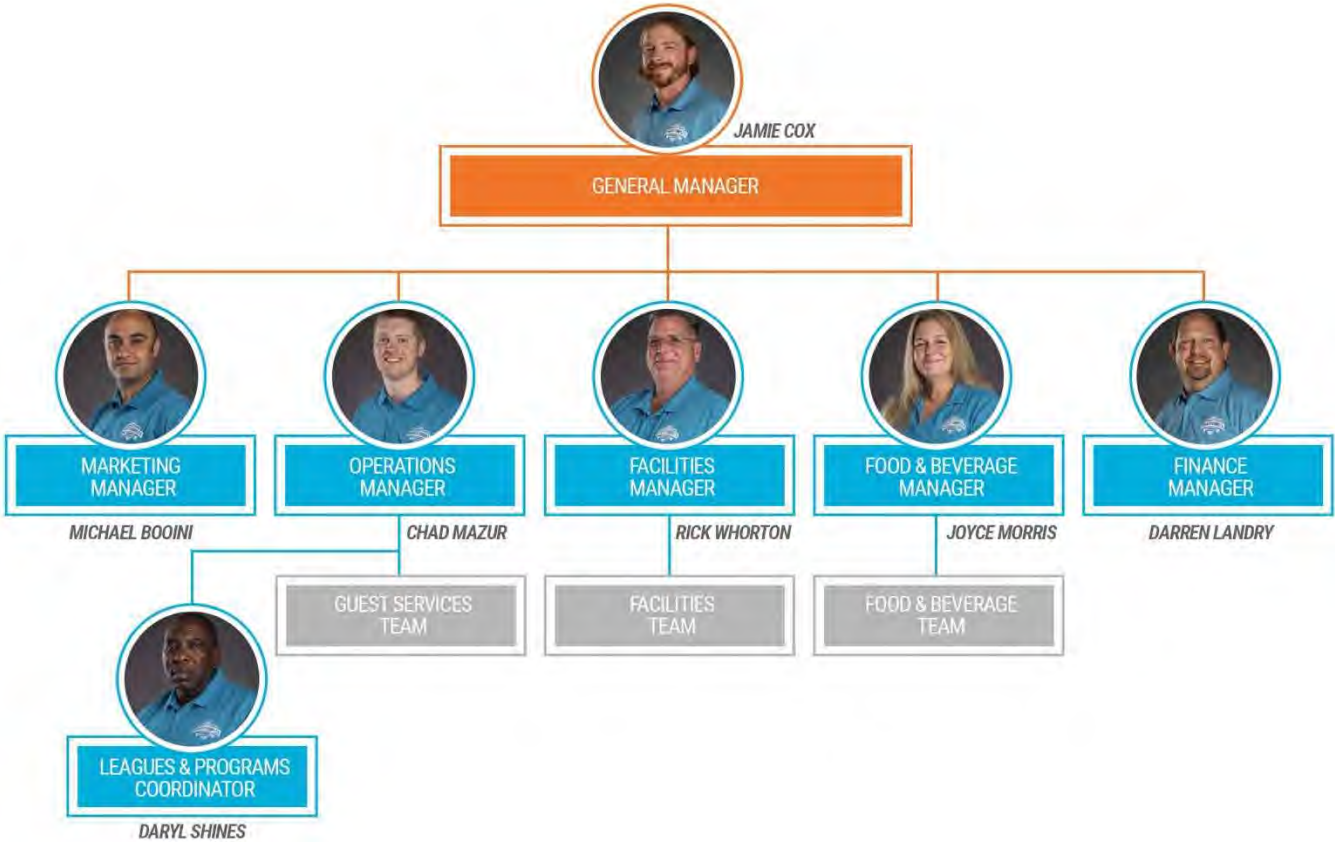
In addition to all returning successful events, there is excitement around some new events that will continue to expand the venue portfolio. The winter season will be busy as the Complex will be host to several large regional soccer and football tournaments, as well as a national-level Junior College Baseball Invitational. Our team is looking forward to the opportunity to showcase the Complex and what we have to offer outside of the park in Panama City Beach. The spring will welcome Coll-Club Sports for the first time since COVID-19 delayed their official start in Panama City Beach. This event alone will host activity daily over the course of the spring break season. Increasing the Sports Complex traffic during the spring season will continue to be a focus of our leadership team.

The staff at Panama City Beach Sports Complex is an energetic and committed group. This group identifies opportunities and looks for ways to get better every time. The leadership team continues to work with staff in evolving internal processes and policies to continue their development. Senior management continues to work with SFM home office to review risk management and human resource laws and updates, sports industry trends and contract opportunities.

The Panama City Beach Sports Complex recognizes the importance of our role in the community and will continue to do our part to ensure that Panama City Beach and Bay County prosper.

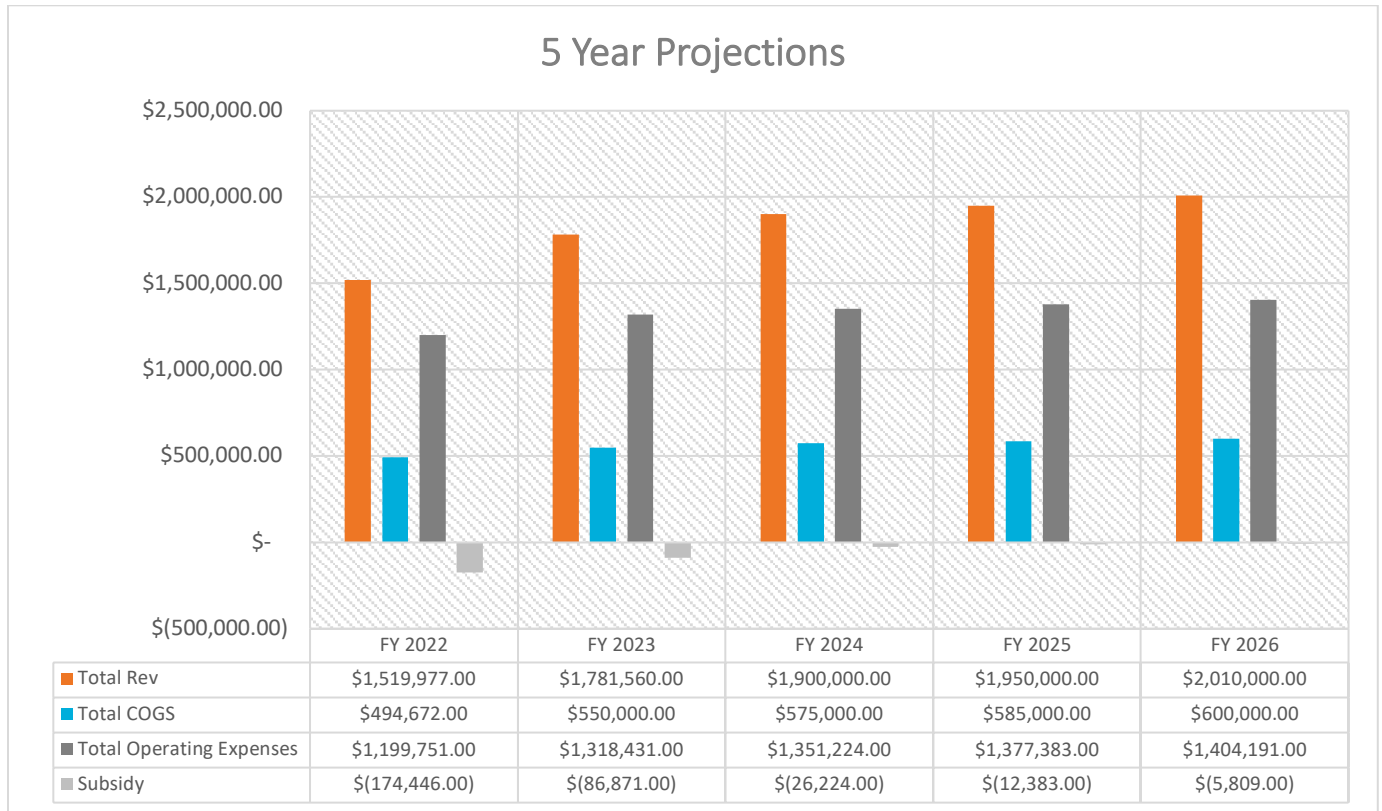


# ORGANIZATIONAL CHART



# BUSINESS AND OPERATING PLAN

## REVENUE



Maintain focus on driving revenue while improving efficiencies to lower subsidy over 5-year goal. Strategy to reach FY21-22 Revenue goals:

- Continued development of rectangle field events
  - November 2021 – February 2022 total of eight rectangle sport events
- Focus on long term contracts with established event organizers that are aligned with premium field pricing.
  - Currently have several organizations with multi-year contracts

- Expand local programming and PCBSC owned events
  - Continue the early success of local adult leagues in fall/spring season: softball and kickball
  - NJCAA February tournament, in partnership with Gulf Coast Community College
- Targeted sponsorship deals
  - Local adult league sponsorship opportunities
  - Increase options to include a tier structure for local business to have more appealing options
  - Quarterly goals with SFM: add at least one new sponsor to portfolio
- Food & Beverage persist on efficiencies, high margin items and expanded menu
  - Implemented new/increased menu pricing summer of 2021
  - Expanded mobile concession carts strategically placed throughout events
  - Develop other sources of revenue:
    - Expand hours of operations to include local high school sports rentals and adult leagues
    - Bags of Ice (bagged onsite by PCBSC staff)
    - Hospitality options for larger events, especially when scouting of players is involved

## EMPLOYMENT

Managing Part-Time Labor costs will continue to be of high importance for the PCBSC Management team. Delivering excellent customer service and providing the ultimate team and guest experience is our standard and will remain at the forefront of staff recruitment and training. Entering year three of operation, our team will continue to implement the following:

- Continued event support by salaried employees
- Clear production standards/expectations
- Improved processes to provide efficient tournament setup
- Cross-training of staff to operate at a high level of efficiency

### Strategy to Reach FY 21-22 Goals

- Identify highly qualified individuals for department shift lead positions
- Continue aggressive hiring/retention plan that will utilize the local part-time workforce
- Continue and expand our staff training programs to produce a better customer experience
- Implement SFC Guest 1<sup>st</sup> Training
- Staff training to include updated new hire orientation
- Be efficient as possible with PT labor hours for events and cross-train staff to have knowledge of multiple departments and job duties
- Identify total number of hours per event for managers to strategically schedule staffing to maintain excellent service
- Identify community volunteer groups to assist with large scale events and lighten the load for the PT labor hours

# TOURNAMENTS AND EVENTS

Greater than forty tournament events highlighted the Panama City Beach Sports Complex calendar since October 2020. We continue to develop long term event owner relationships that allows us to establish a variety of both diamond and rectangle athletic events.

## 2020-2021 Event Highlights

### *Baseball*

- Perfect Game WWBA 14U World Championship (Oct 16-19, 2020) – 36 teams
  - Estimated Economic Impact (EI): \$1.5 mil
- Grand Slam World Series (4 events) – 429 total teams
  - Estimated EI: \$25-30 mil
- Athletx New Year's BaseballFest (Dec 27-Dec 31, 2020) – 93 teams
  - Estimated EI: \$5-6 mil
- GSSA Mid-South Super Regional (Apr 24-25, 2021) – 62 teams
  - Estimated EI: \$1.3 mil

### *Lacrosse*

- Sothern Edge Gulf Coast Classic (June 26-27, 2021) – 41 teams
  - Estimated EI: \$1-2 mil

### *Softball*

- USFA World Series (2 events) – 449 total teams
  - Estimated EI: \$25-30 mil

### *Soccer*

- Snap Soccer PCB Classic – 96 total teams
  - Estimated EI: \$1-2 mil
- Snap Soccer Trident Cup – 133 total teams
  - Estimated EI: \$3-4 mil

### *Football*

- Prospects by Sports Illustrated Elite Football Events (3 events) – 66 teams
  - Estimated EI: \$1-2 mil

### *Flag Football*

- World Championship Tour Battle PCB (2 events Jan 2021) – 406 teams
  - Estimated EI: \$2-3 mil

## Bay United Soccer Club

The Panama City Beach Sports Complex has established a relationship with the local Bay United Soccer Club. The soccer club will increase their rental from two to three fields at the sports complex year-round, specifically from September-May and during the summer when available. This relationship has allowed PCBSC to host the FYSA Presidents Cup in February 2020 and the FYSA/Bay United Qualifying League event in Aug/Sept. Bay United was also co-host to a new 7v7 tournament in January 2021 and is the co-host for the same event in January 2022. Their leadership team continues to work with PCBSC to identify potential new events and dates for soccer tournaments, large and small.

## Middle/High School games

PCBSC has also hosted several middle school and high school games in multiple sports.

Soccer: North Bay Haven high school and middle school girls' soccer games and practices (Jan-Feb 2021),

University Academy middle school girls' soccer games (Jan-Feb 2021)

Baseball: Arnold High, Bay High, Mosely High, Rutherford High, and South Walton High (Feb-Apr 2021)

## Local Adult Sports Leagues

The Panama City Beach Sports Complex has offered several adult sports leagues starting in the fall season of 2020. First season of Men's Softball and Coed Kickball had a total of 17 teams participate. The registration period for Spring 2021 concluded with a total of 38 teams registered for both Men's and Coed Softball, and Coed Kickball. Fall season will be limited to kickball only, as not to compete with Frank Brown Park's established fall softball leagues. In addition to league play, it is our goal to identify several dates to host local kickball and softball tournaments in order to drive additional interest for leagues and events.

## Other field rentals

Youth Baseball practices, Adult and Youth Softball practices, SLAM Stroller Moms

## Strategy to Reach FY 21-22 Goals

- Grow and sustain partnerships with nationally recognized sport organizations that are interested in hosting multiple events at PCBSC
- Attend national trade shows with Event Rights Holders
  - Sports ETA, TEAMS, American Baseball Coaches Association, United Soccer Coaches Convention
- Target rectangle sports by attending sport specific trade shows and increasing network within those sports
- Continue to increase local programs and leagues by building relationships within the community (coaches, business owner/managers)
- Utilize SFM developed local programming models during open or shoulder dates
- Continue to focus on weekends to operate diamond and rectangle field events simultaneously
- Develop relationships with local and regional universities and athletic conferences to offer multiple events for collegiate level competition
- Focus on client relationships through higher communication frequency and excellent level of customer service
- Expand types of events at PCBSC by researching and hosting non-traditional sporting events "between seasons" at our complex

## MARKETING & SPONSORSHIPS

The key strategy for our third year is to present the Panama City Beach Sports Complex as the premier leader in sports and community relations by providing content through press releases. Our focus on producing high quality social media content while developing and growing followers across all platforms will revolve around positive engagement with our audience and thoughtful interaction. This increased social media following can be further utilized to appeal to potential sponsors seeking to gain exposure of their brand to our audience. Through that publicity and increased efforts in the community, sponsorship goals are set to include additional tiers for options more appealing to local community.

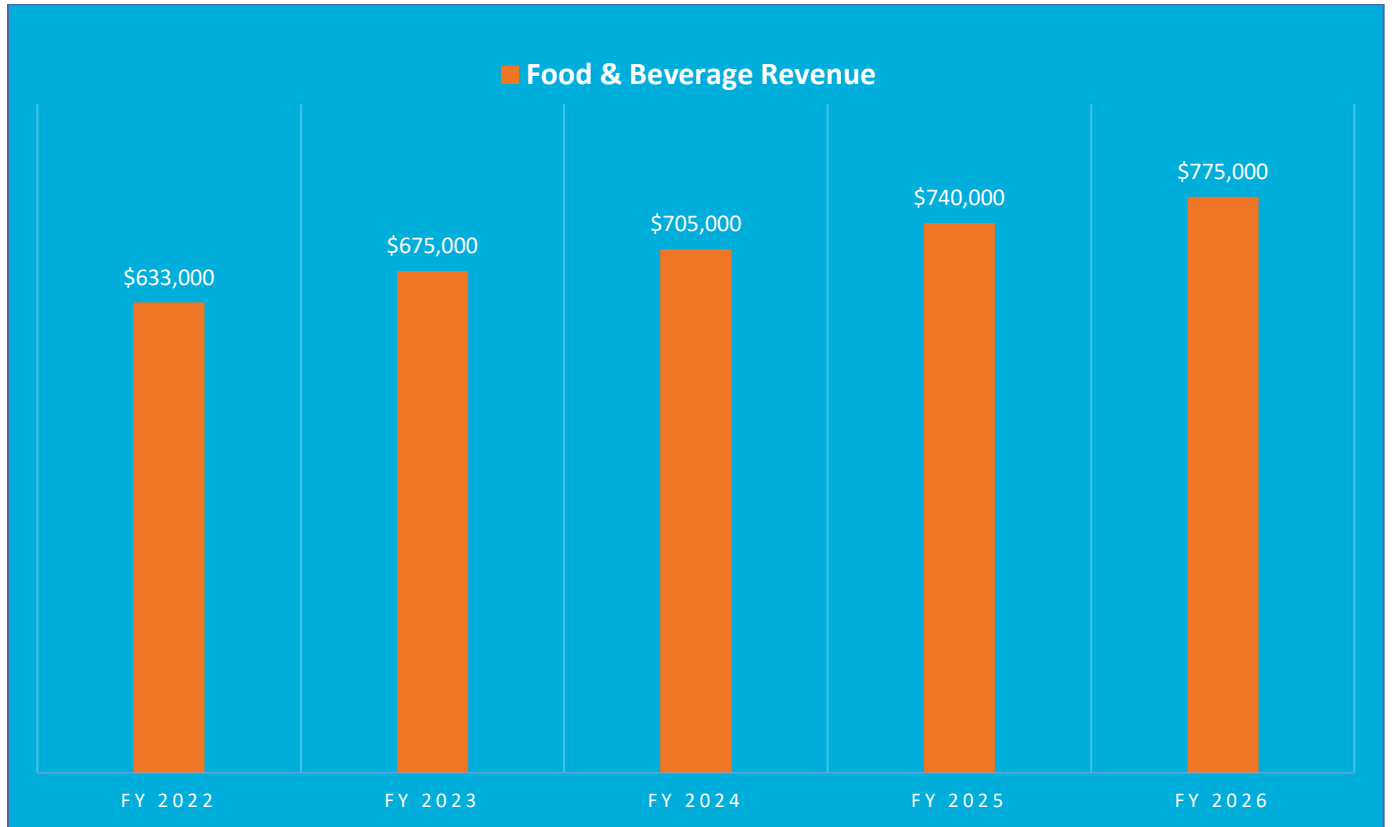
The increased demand for information to be delivered in a quick and effortless manner to event organizers, sponsors, guests, and athletes has highlighted a need for digital refinements. Ongoing projects include:

- Update sponsorship package to include additional options for local leagues, creative signage options and other new tier packages
- Website audit and review (improved content, layout and design, user experience and search engine visibility considerations)
- Conversion of existing press section to a functional blog, to drive organic traffic and increase brand awareness
- Monthly press release to highlight specific events, community partnerships, local league play, etc.

### Strategy to Reach FY 21-22 Goals

- Seek out online training to build graphic design/website/video skills and increase efficiency in collateral development
- Increase audience through branded e-newsletter email campaign
- Maintain national exposure at tradeshow events including sponsorship opportunities
- Develop relationships with relevant industry publications who are willing to provide us with a free platform to brand ourselves in exchange for high quality content
- Continue to create high quality, branded content across all social media platforms
- Partnership with I9
  - Provides sales training opportunities
  - Review of all sponsorship proposals
  - Contacts with regional/national corporations
- Sell sponsorship opportunities and establish long-term relationships with relevant local and national brands
  - Create additional sponsorship packages will appeal to local business
  - Increased efforts by entire Management Team int the PCB community
  - Highlight upcoming regional and national level events to potential partners

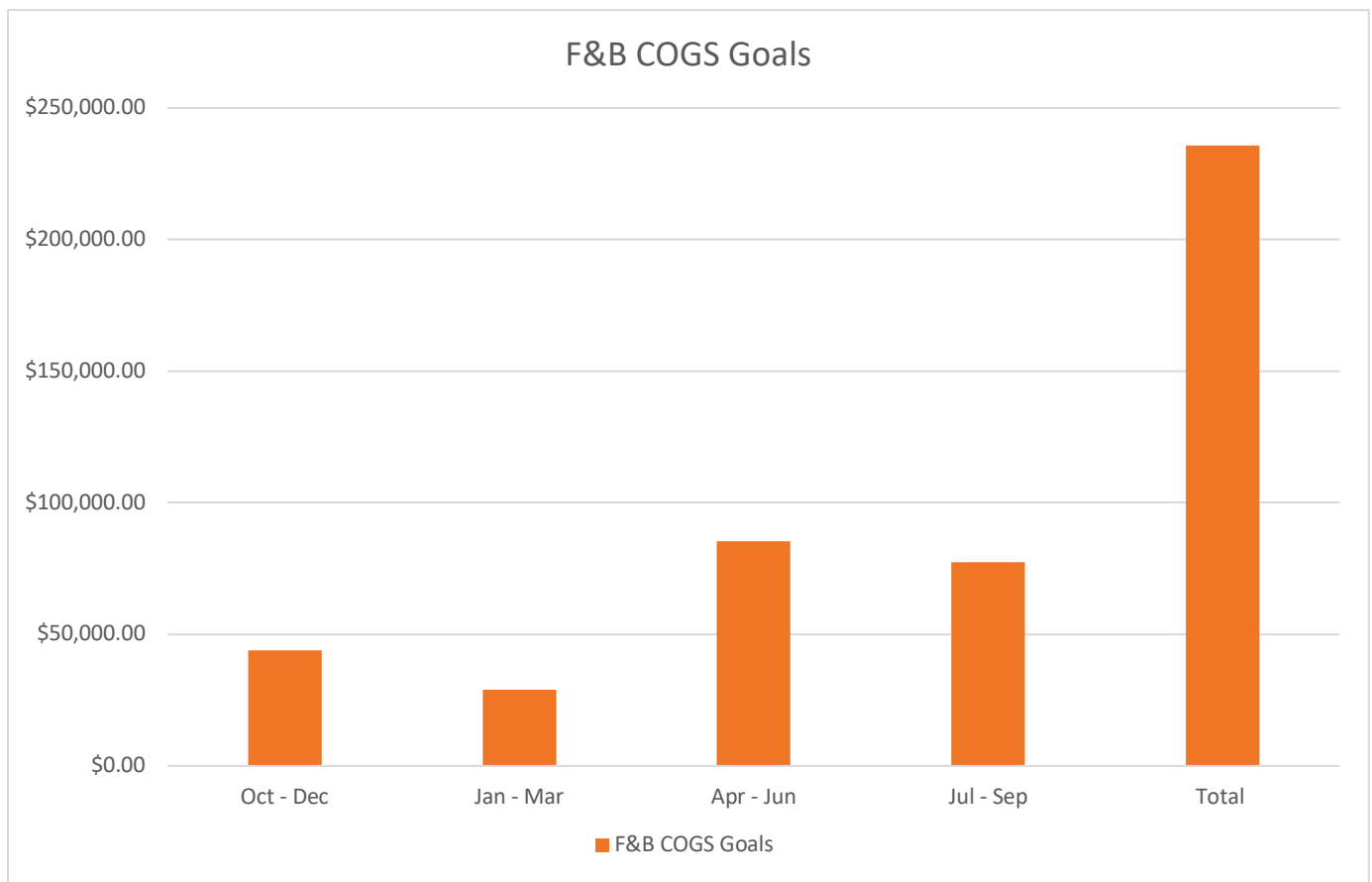
## FOOD AND BEVERAGE



F & B Revenue continues to be an area of focus with improved processes and revenue. Our focus will be on:

- Addition of new events for 2021-2022 season
  - Increase number of events compared to FY 2020-2021 will drive additional revenue
- Concessions will operate on regular basis during local programming
- High level of customer service
- Elimination of excess product and menu items
- Ongoing audit of menu items with trends to allow for strategic adjustments
  - Increased menu pricing on certain items summer 2021
- Addition of Snow Cone stands during peak season
- Addition of Bagged Ice sales during all events
- Current review of comparative pricing with other sports venues and destinations
- Participation in SFC F&B Best Practices Forums





### Strategy to Reach F&B COGS 21-22 Goals

- Utilize technologies to refine our order processing and inventory control
- High level of customer service
- Expand food purchasing power to maximize GP%
- Track COGS per event
- Streamline our menu to eliminate labor/time intensive products
- Continue to ensure we are meeting industry standards on pricing
- Phase out products that have low volume sales or decreased profit margins
- Establish a more efficient layout/process for F&B Operations to reduce customer transaction times – resulting in more sales
- For larger events, utilize food vendors to enhance customer experience and provide additional revenue stream.
- Take advantage of volume discounts during peak months when inventory turnover is greatest

## TECHNOLOGY

- Evaluating POS systems to compare to Dash in efforts to provide cost savings and improve F&B operations.
- Utilize external and internal security cameras around the complex to continue to help provide safety and security
- Involve I-Packet Networks to ensure Wifi capabilities are sustainable during events with heavy bandwidth traffic

## CURRENT FISCAL YEAR BUDGET

Please reference Appendix A.

# INVENTORY

<i><b>EQUIPMENT INVENTORY 2022</b></i>			
<b>LARGE EQUIPMENT</b>			
QUANTITY	DESCRIPTION	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	MAGNETIC DRAG GREENSGROOMER	5,700.00	5,700.00
2	P-REX TURF PAINT REMOVER	40,538.00	81,076.00
2	TITAN POWERLINER	3,650.00	7,300.00
5	318-G COPPER TURF PORTABLE PITCHING MOUNDS	7,670.00	38,350.00
10	1010 COPPER TURF PORTABLE PITCHING MOUNDS	1,670.00	16,700.00
20	402 COPPER TURF PORTABLE PITCHING MOUNDS	1,000.00	20,000.00
10	202-6 COPPER TURF PORTABLE PITCHING MOUNDS	2,420.00	24,200.00
2	UTILITY VEHICLE - GATOR	12,085.91	24,171.82
1	PRESSURE WASHER	1,625.69	1,625.69
			<b>219,123.51</b>

## ONGOING FACILITY MAINTENANCE

Project	Cost
<b>Landscaping</b>	\$129,996
<ul style="list-style-type: none"><li>\$10,833 monthly fee for Southern Turf &amp; Fields</li></ul>	
<b>Turf Field Paint</b>	\$10,000
<ul style="list-style-type: none"><li>\$2,500 quarterly fee for robotic paint machine</li></ul>	

**THANK YOU**

