



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

Tuesday, July 13, 2021

9:00 a.m.

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
  - A. Invocation
  - B. Pledge of Allegiance
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**
- IV. CONSENT AGENDA**
  - A. Approve Execution of Project Agreement 22BA3, PCB Shore Protection Project Grant
  - B. Approve and Forward for Approval to the Bay County Board of County Commissioners (BOCC) two resolutions supporting State FDEP Beach Management Program Grants within Bay County, including Panama City Beach, St. Andrews State Park, and Mexico Beach.
  - C. Acknowledge the March Financial Report
  - D. Acknowledge the May 2021 Tourist Development Tax Collections Report
- V. ACTION ITEMS**
  - A. FY 2021 Budget Amendment and FY 2022 Revenue Update, Ms. Charlene Honnen & Mr. Dan Rowe
  - B. Discuss and consider for recommendation to the Bay County Board of County Commissioners an amendment to Public Safety Funding allowed by Florida Statute 125.1004, Mr. Dan Rowe & Mr. Doug Sale
- VI. DISCUSSION ITEMS**
  - A. Sports Park & Special Event Enhancements, Mr. Richard Sanders
  - B. FY 2022 Special Event-Marketing & Sponsorship Approach, Ms. Jayna Leach & Mr. Richard Sanders
- VII. PRESIDENT'S REPORT**
- VIII. CHAIRMAN'S REPORT**
- IX. AUDIENCE PARTICIPATION**
- X. ADJOURNMENT**

**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. 22BA3**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Panama City Beaches Shore Protection Project. 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 not authorized under this Agreement.

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

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<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:** Panama City Beaches Shore Protection Project

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R-1 and R-91 along the Gulf of Mexico in Panama City in Bay County, Florida.

**PROJECT BACKGROUND:** The project consists of 18 miles of shoreline from DEP reference monuments R-1 and R-91, between the western end of the Pinnacle Port development and the western end of the St. Andrews State Park Recreation Area. The Project was restored in 1998/99 and nourished in 2006 and 2017. The next nourishment is in 2021 to repair damages from Hurricane Michael and build the project back to the full design template.

**PROJECT DESCRIPTION:** The Project consists of post construction monitoring.

**PROJECT ELIGIBILITY:** The Department has determined that 75.24 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 \$122,265.00 for this Project or up to 37.62 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. 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: 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	Monitoring	37.62%	\$122,265.00	\$202,735.00	<b>\$325,000.00</b>
	<b>TOTAL PROJECT COSTS</b>		<b>\$122,265.00</b>	<b>\$202,735.00</b>	<b>\$325,000.00</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	Monitoring	Contractual Services	\$122,265.00	07/01/2021	09/30/2024
Total:			\$122,265.00		

**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	2021-2022	37.003	Beach Management Funding Assistance	\$122,265.00	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	\$122,265.00	
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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:** Panama City Beaches Shore Protection Project

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA3

**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:** Panama City Beaches Shore Protection Project

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA3

**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:** Panama City Beaches Shore Protection Project

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA3

**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:** Panama City Beaches Shore Protection Project

**Local Sponsor:** Bay County

**DEP Agreement Number:** 22BA3

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA, REQUESTING A CONTINUATION OF THE BEACH MANAGEMENT PROGRAM GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT AND FUNDING ASSISTANCE PROGRAM FOR FISCAL YEAR 2022/2023 FOR THE PANAMA CITY BEACHES EROSION CONTROL PROJECT.

WHEREAS, prior to the initial beach restoration project in 1998/99, the Panama City Beaches were severely eroded, providing diminished storm protection and reduced recreation area, impacting the tourism-based-economy; and

WHEREAS, Bay County has identified beach preservation, and beach renourishment as a priority to the County; and

WHEREAS, Bay County has developed a Long Range Beach Management and Erosion Control Plan for the Panama City Beaches to address the issues of beach preservation, and beach renourishment; and will serve as the local sponsor; and

WHEREAS, the Florida Department of Environmental Protection is the beach and shore preservation authority for the State and supervises the Beach Management and Funding Assistance Program; and

WHEREAS, the third renourishment project of the Panama City Beach project area was constructed locally by Bay County in May 2017 and Bay County planned to continue monitoring the project and maintaining the project with periodic renourishment; and

WHEREAS, Hurricane Michael made landfall as a Category 5 storm just east of Panama City Beach on Mexico Beach on October 10<sup>th</sup>, 2018, causing storm erosion to the beach; and

WHEREAS, the U.S. Army Corps of Engineers preliminary Project Information Report regarding Hurricane Michael produced a positive project construction benefit-to-cost ratio, which was approved by the Division Engineer on July 6<sup>th</sup>, 2019; and

WHEREAS, Hurricane Sally made landfall as a Category 2 storm just west of Panama City Beach near Gulf Shores, Alabama on September 16<sup>th</sup>, 2020, causing additional storm erosion to the beach; and

WHEREAS, the U.S. Army Corps of Engineers analysis supported adjusting the planned Hurricane Michael construction volume to account for the additional Hurricane Sally volume loss; and

WHEREAS, it is expected that the U.S. Army Corps of Engineers will construct a repair renourishment project to replace the volume of sand lost by Hurricane Michael and Hurricane Sally, as well as additional volume to bring the project back to full project design in late 2021/early 2022; and

WHEREAS, the erosion at St. Andrews State Park, immediately adjacent to the federal Panama City Beaches renourishment project area, is at a critical level with limited beach berm width and severe scarping at the dune resulting in dangerous cliffs; and

WHEREAS, a full restoration of the St. Andrews State Park has become critically necessary and Bay County is willing to serve as the local sponsor through its representative, the Bay County Tourist Development Council; and

WHEREAS, construction of a beach restoration at St. Andrews State Park is being planned to take advantage of the U.S. Army Corps of Engineers led renourishment of the adjacent Panama City Beach project area; and

WHEREAS, Bay County has determined that funds provided through the Beach Management and Funding Assistance Program would greatly assist and expedite the repair and subsequent monitoring of the Panama City Beaches to include the U.S. Army Corps of Engineers federal Panama City Beaches renourishment and St. Andrews State Park restoration projects.

WHEREAS, Bay County requests continued support of its existing Grant Agreements, and new State funding assistance via an amended or new grant agreement, whichever is necessary, with the Florida Department of Environmental Protection; and supports the Department's beach and coastal management programs; and

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

Section 1. The County Commission hereby determines that it is in the best interest of Bay County to request continued support of its existing Grant Agreements and new State funding assistance via an amended or new grant agreement pursuant to Florida Statute 161.091, for the Panama City Beaches Erosion Control Project through the Florida Department of Environmental Protection. Said funding to be used to plan for, permit, design, construct, and monitor future renourishment for the Panama City Beaches Erosion Control Project to also include a full restoration at St. Andrews State Park.

Section 2. The Board of County Commissioners hereby determines that it is in the best interest of Bay County to renew its support for all funds previously approved for the Panama City Beaches Erosion Control Project, said funding was used for design, permitting, construction, monitoring and maintaining the Panama City Beaches Erosion Control Project per permit requirements.

Section 3. The Board of County Commissioners hereby determines that the local funding share to implement the project will be provided through the Bay County Tourist Development Council representing the County as the local taxing authority.

Section 4. The Chairman of the Board of County Commissioners, or his designee, is hereby authorized to execute the funding application, enter into such agreements as are required to secure available funding and to otherwise act on behalf of Bay County in all matters related to the securing of available grant funding from the Beach Management and Funding Assistance Program for Fiscal Year 2022/2023.

Section 5. This Resolution shall take effect immediately upon its adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Robert Carroll, Chairman

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA, REQUESTING A BEACH MANAGEMENT PROGRAM GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM FOR FISCAL YEAR 2022/2023 FOR THE MEXICO BEACH SHORELINE RESTORATION PROJECT.

WHEREAS, Hurricane Michael made landfall on Mexico Beach as a Category 5 storm on October 10<sup>th</sup>, 2019, causing catastrophic upland damage to structures and infrastructure, as well as extensive erosion to the beach and dune system;

WHEREAS, prior to Hurricane Michael, the Mexico Beach Community Development Council had identified beach preservation and beach restoration as a priority due to the Mexico Beach shoreline being severely eroded, providing diminished storm protection and reduced recreation area, and impacting the tourism-based-economy; and

WHEREAS, in 2017, the Mexico Beach CDC fully funded an update to the 2008 Mexico Beach feasibility study which included updating shoreline conditions, evaluating methods to increase the effectiveness and efficiency of inlet sand bypassing as well as cost-effectively place sand in the area of need; and

WHEREAS, the City of Mexico Beach advanced the recommendations from the CDC funded study and was nearly complete with design and permitting for a truck haul sand bypass project when Hurricane Michael made landfall in October 2018; and

WHEREAS, Bay County has identified beach preservation, and beach renourishment as a priority to the County to include Mexico Beach; and

WHEREAS, immediately following Hurricane Michael, the Bay County Tourist Development Council and Bay County recognized the need to move forward immediately with design, permitting, and an offshore sand search investigation necessary to develop a beach restoration project to address the damages caused by Hurricane Michael and identified a local funding source to begin this work; and

WHEREAS, the Florida Department of Environmental Protection is the beach and shore preservation authority for the State and supervises the Beach Management and Funding Assistance Program; and

WHEREAS, the Florida Department of Environmental Protection also recognized the need to move forward immediately with design, permitting, and an offshore sand search

investigation necessary to develop a beach restoration project to address the damages caused by Hurricane Michael and provided 50/50 state cost-sharing for this work; and

WHEREAS, the offshore sand source investigation work is complete, the state permit has been issued, and the federal permit process is nearly complete; and

WHEREAS, Bay County has determined that funds provided through the state's Beach Management and Funding Assistance Program are critical for a full-scale restoration of the Mexico Beach shoreline and will serve as the local sponsor; and

WHEREAS, Bay County requests new State funding assistance for construction via a new grant agreement with the Florida Department of Environmental Protection; and supports the Department's beach and coastal management programs; and

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

Section 1. The County Commission hereby determines that it is in the best interest of Bay County to request new State funding assistance via a new grant agreement pursuant to Florida Statute 161.091, for the Mexico Beach Shoreline Restoration Project through the Florida Department of Environmental Protection. Said funding to be used to for a full-scale beach restoration project at Mexico Beach.

Section 2. The Board of County Commissioners hereby determines that at this time, a local funding source has not been identified to fulfill the substantial local share of a full-scale beach restoration project and that state funding is vital for the project to be constructed.

Section 3. The Chairman of the Board of County Commissioners, or his designee, is hereby authorized to execute the funding application, enter into such agreements as are required to secure available funding and to otherwise act on behalf of Bay County in all matters related to the securing of available grant funding from the Beach Management and Funding Assistance Program for Fiscal Year 2022/2023.

Section 4. This Resolution shall take effect immediately upon its adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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Robert Carroll, Chairman

ATTEST:

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Bill Kinsaul, Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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Office of County Attorney



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

**PANAMA CITY BEACH, FLORIDA**

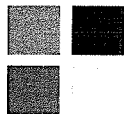
**FINANCIAL STATEMENTS**

**FOR THE THREE MONTHS AND SIX MONTHS ENDED MARCH 31, 2021**

**PANAMA CITY BEACH CONVENTION & VISITORS BUREAU, INC.**  
**PANAMA CITY BEACH, FLORIDA**  
**FINANCIAL STATEMENTS**  
**FOR THE THREE MONTHS AND SIX MONTHS ENDED MARCH 31, 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 March 31, 2021 and the related statements of activities for the three months and six 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, 2021, 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 – 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  
May 5, 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 March 31, 2021

**ASSETS**

**Current Assets**

**Bank Accounts**

101801 Cash - Operating Account	3,137,375.35
101905 Trustmark Bank	634,287.32
10100 Trustmark Operating - SP	216,599.96
10400 Trustmark Advance Deposits - SP	12,308.33
10600 Petty Cash Fund - SP	200.00
10700 Vault Safe Cash - SP	15,000.00

<b>Total Bank Accounts</b>	<b>\$ 4,015,770.96</b>
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**Accounts Receivable**

110000 Accounts Receivable (A/R)	198,846.94
11000 Accounts Receivable - SP	300.71

<b>Total Accounts Receivable</b>	<b>\$ 199,147.65</b>
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**Other Current Assets**

155000 Other Current Assets	239.24
155100 Prepaid Expenses	576,567.88

12200 Food & Beverage Inventory - SP	6,382.06
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<b>Total Other Current Assets</b>	<b>\$ 583,189.18</b>
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<b>Total Current Assets</b>	<b>\$ 4,798,107.79</b>
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**Fixed Assets**

166901 Equipment	45,000.68
167901 Boat	95,000.00
170000 Accumulated Depreciation	(36,237.08)

<b>Total Fixed Assets</b>	<b>\$ 103,763.60</b>
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**Other Assets**

180000 Deferred Outflows-OPEB	3,310.00
180010 Stock-Principal 125 shares	6,993.75

<b>Total Other Assets</b>	<b>\$ 10,303.75</b>
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<b>TOTAL ASSETS</b>	<b>\$ 4,912,175.14</b>
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**LIABILITIES & NET ASSETS**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

21000 Accounts Payable - SP	82.93
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201000 Accounts Payable (A/P)	165,638.73
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21100 Credit Cards Payable - SP	5,508.89
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<b>Total Accounts Payable</b>	<b>\$ 171,230.55</b>
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**Other Current Liabilities**

23000 Sales Taxes Payable - SP	5,336.72
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210100 Accrued Vacation	174,912.10
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217000 Payroll Liabilities	
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Panama City Beach Convention Visitors Bureau  
Statement of Financial Position  
As of March 31, 2021

217210 Employee Flexible Spend Acct		(1,909.09)
24005 Due to PCBS SFM (PPP Loan)		86,587.00
<b>Total 217000 Payroll Liabilities</b>	<b>\$</b>	<b>84,677.91</b>
223100 Deferred Revenue		576,594.89
27000 Deferred Revenue - SP		12,300.00
<b>Total Other Current Liabilities</b>	<b>\$</b>	<b>853,821.62</b>
<b>Total Current Liabilities</b>	<b>\$</b>	<b>1,025,052.17</b>
<b>Long-Term Liabilities</b>		
224000 OPEB Obligation		96,606.00
224001 Deferred Inflows - OPEB		151,918.00
29700 Working Capital Adv from County		250,000.00
230000 PPP loan		
230010 PPP advance-unearned		33,282.89
230020 PPP loan Earned		281,332.11
<b>Total 230000 PPP loan</b>	<b>\$</b>	<b>564,615.00</b>
<b>Total Long-Term Liabilities</b>	<b>\$</b>	<b>813,139.00</b>
<b>Total Liabilities</b>	<b>\$</b>	<b>1,838,191.17</b>
<b>Net Assets</b>		
Without Donor Restrictions		3,091,480.17
Net Income (Loss)		(17,496.20)
<b>Total Net Assets</b>	<b>\$</b>	<b>3,073,983.97</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$</b>	<b>4,912,175.14</b>

**Panama City Beach Convention Visitors Bureau**  
**Statement of Activities**  
**For the Three Months and Six Months Ending March 31, 2021**

	Quarter	YTD
<b>Income</b>		
347200 Contract Revenue - Sports Park	347,724.20	835,436.60
Total 347200 Contract Revenue - Sports Park	347,724.20	835,436.60
312000 County Contract Revenue		
312110 Bay County TDC Contract	2,072,508.56	3,847,770.60
Total 312000 County Contract Revenue	\$ 2,072,508.56	\$ 3,847,770.60
330000 Other Funding		
336910 Grants	49,892.00	103,241.00
Total 330000 Other Funding	\$ 49,892.00	\$ 103,241.00
340000 Service Fee and Event income		
345910 Co-Op	9,578.00	9,577.50
345915 Visitor Guide	42,550.86	42,550.86
345920 Fees from Web Site	563.20	1,060.34
345941 Event Income	250.00	250.00
345945 Fam Tour Income	1,600.00	1,600.00
345950 Corp & Event Sponsorship Income	32,000.00	42,500.00
Total 340000 Service Fee and Event income	\$ 86,542.06	\$ 97,538.70
41995 Interest Income - SP	133.91	292.52
41995 Interest Income - CVB	1,549.92	3,142.34
Total Income	2,558,350.65	4,887,421.76
<b>Cost of Goods Sold</b>		
50000 Sports Park COGS	98,558.96	188,137.59
Gross Profit	\$ 2,459,791.69	\$ 4,699,284.17
<b>Expenses</b>		
600000 Operations		
601200 Salaries	312,314.24	653,100.55
602100 Payroll Taxes	24,225.55	46,000.49
602200 401k Program	10,264.07	21,421.86
602300 Insurance Employees	74,295.27	127,808.16
603101 Professional Services	1,262.08	3,145.14
603105 Legal Services	20,081.08	31,048.61
603201 Accounting Services	1,500.00	1,500.00
603202 Annual Audit	14,925.00	19,925.00
603230 Film Commission	11,250.00	22,500.00
604010 Meetings, Seminars & Travel	1,963.02	3,064.45
604020 Mileage Reimbursement	790.06	1,696.13
604030 Auto Allowance	1,500.00	3,000.00
604101 Communication	699.96	1,480.32
604201 Postage & Freight	18,630.43	34,023.78
604501 Insurance-Bus, D&O, Work Comp	2,790.00	3,798.00
604810 Promotional Items	10,563.21	18,677.21
604820 Repairs and Maintenance	2,111.57	6,134.71

**Panama City Beach Convention Visitors Bureau**  
**Statement of Activities**  
**For the Three Months and Six Months Ending March 31, 2021**

	Quarter	YTD
604870 Surveys & Research	15,391.88	158,658.54
604920 Community/Employee Relations	2,267.43	4,185.45
604990 Miscellaneous Admin Expense	442.66	539.28
605101 Office Supplies	1,110.75	6,871.02
605402 Dues & Subscriptions	8,341.39	58,167.39
605510 Training & Development	65.00	150.00
Total 600000 Operations	\$ 536,784.65	\$ 1,226,896.09
610000 Marketing		
613100 Agency Retainer	62,580.00	156,450.00
613105 Advertising Incidental	0.00	8.00
613430 Advertising	508,696.19	774,900.11
613432 Advertising Co-Op Sp Events	38,506.00	87,929.01
613435 Advertising-Co op	0.00	0.00
613450 Advertising Production	97,718.79	195,140.01
614010 Meeting/Seminars/Travel	295.00	1,742.59
614520 Interactive Marketing	99,551.06	265,908.37
614701 Printing Cost	0.00	2,067.64
614820 Public Relations	82,895.68	154,605.18
614825 Public Relations-Int'l	1,694.43	1,694.43
614870 Familiarization Tours Inbound	2,760.10	3,020.02
615402 Dues & Subscriptions	1,053.93	3,028.86
Total 610000 Marketing	\$ 895,751.18	\$ 1,646,494.22
620000 Sales		
623460 Citywide Convention Expenses	7,285.03	7,285.03
624001 Tradeshows	36,078.43	48,151.09
624010 Travel & Entertainment	1,310.41	2,459.41
624825 International	1,694.43	1,694.43
624850 Sponsorships	3,000.00	3,000.00
624870 Familiarization Tours-Inbound	9,286.44	9,286.44
625402 Dues & Subscriptions	1,200.00	26,568.74
626401 Tradeshow Displays	322.50	322.50
629910 Contingency	0.00	0.00
Total 620000 Sales	\$ 60,177.24	\$ 98,767.64
630000 Special Events		
634850 Sponsorships	160,000.00	315,000.00
634905 Festivals & Events	(1,528.15)	31,971.85
636401 Equipment	3,022.28	3,135.62
Total 630000 Special Events	\$ 161,494.13	\$ 350,107.47
640000 Visitor Services		
644905 Visitor Services Events	14,052.73	14,438.98
644920 Community Relations	586.47	586.47
645201 Visitor Center Supplies	0.00	11,892.01

**Panama City Beach Convention Visitors Bureau**  
**Statement of Activities**  
**For the Three Months and Six Months Ending March 31, 2021**

	Quarter	YTD
Total 640000 Visitor Services	\$ 14,639.20	\$ 26,917.46
660000 Sports Marketing		
664402 Facility Usage	33,197.98	34,875.48
664850 Sponsorships	24,500.00	32,000.00
664860 Sporting Bid Fees	63,254.32	183,254.32
664870 Familiarization Tours	500.54	585.52
665402 Dues & Subscriptions	0.00	3,551.00
Total 660000 Sports Marketing	\$ 121,452.84	\$ 254,266.32
670000 Beach Renourishment		
673498 Beach Management Contract Labor	30,000.00	50,000.00
675402 Dues & Subscriptions	0.00	500.00
Total 670000 Beach Renourishment	\$ 30,000.00	\$ 50,500.00
683405 Development	27,873.00	27,873.00
Total 680000 Community Support	\$ 27,873.00	\$ 27,873.00
690000 Tourism Development		
693450 Visit PCB Magazine-Production	105,519.19	105,519.19
693466 Chasin The Sun TV	220,165.62	319,490.97
694101 Communication	0.00	1,300.00
694610 Repairs and Maintenance	5,000.00	5,000.00
694800 Sports Park Expenses	10,999.60	49,888.60
694820 Mktng & PR PC and MB	9,000.00	15,000.00
695465 Planning & Development	580.02	2,175.04
Total 690000 Tourism Development	\$ 351,264.43	\$ 498,373.80
60000 Sports Park Department		
600000 Advertising/Marketing	2,106.42	\$ 3,936.96
60400 Bank & Other Services Charge	4,327.03	\$ 4,589.00
62000 General & Administrative	5,994.31	\$ 9,633.50
63300 Insurance	0.00	\$ 19,450.67
64000 Supplies & Services	3,511.61	\$ 8,145.94
65000 Contract Labor	166,240.78	\$ 298,763.49
66000 Other Payroll Expenses	4,139.58	\$ 5,944.61
67200 Repairs & Maintenance	46,839.89	\$ 96,307.37
68600 Utilities	51,620.26	\$ 89,812.83
Total 60000 Sports Park Department	284,779.88	536,584.37
Total Expenses	\$ 2,484,216.55	\$ 4,716,780.37
Net Income	\$ (24,424.86)	\$ (17,496.20)



Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Six Months Ending March 31, 2021

	YTD	Budget	Variance
Income			
347200 Contract Revenue - Sports Park	835,436.60	1,195,716.00	(360,279.40)
Total 347200 Contract Revenue - Sports Park	835,436.60	1,195,716.00	(360,279.40)
312000 County Contract Revenue			
312110 Bay County TDC Contract	3,847,770.60	10,557,488.00	(6,709,717.40)
312120 Fund 127 Revenues	0.00	150,000.00	(150,000.00)
312210 Excess collections prior year	0.00	1,240,373.00	(1,240,373.00)
312220 CVB Unrestricted Cash	0.00	2,975,196.00	(2,975,196.00)
Total 312000 County Contract Revenue	\$ 3,847,770.60	\$ 14,923,057.00	\$ (11,075,286.40)
330000 Other Funding	0.00	0.00	0.00
336910 Grants	103,241.00	0.00	103,241.00
338100 Film Commission BCC	0.00	30,000.00	(30,000.00)
Total 330000 Other Funding	\$ 103,241.00	\$ 30,000.00	\$ 73,241.00
340000 Service Fee and Event income	0.00	0.00	0.00
345910 Co-Op	9,577.50	75,000.00	(65,422.50)
345915 Visitor Guide	42,550.86	0.00	42,550.86
345920 Fees from Web Site	1,060.34	500.00	560.34
345941 Event Income	250.00	130,000.00	(129,750.00)
345945 Fam Tour Income	1,600.00	0.00	1,600.00
345950 Corp & Event Sponsorship Income	42,500.00	75,000.00	(32,500.00)
Total 340000 Service Fee and Event income	\$ 97,538.70	\$ 280,500.00	\$ (182,961.30)
361100 Interest Income - CVB	3,142.34	26,000.00	(22,857.66)
41995 Interest Income - SP	292.52	292.00	0.52
369000 Miscellaneous Income	0.00	5,000.00	(5,000.00)
Total Income	\$ 4,887,421.76	\$ 16,460,565.00	-\$ 11,573,143.24
50000 Cost of Goods Sold - SP	\$ 188,137.59	\$ 463,968.00	(275,830.41)
Gross Profit	\$ 4,699,284.17	\$ 15,996,597.00	\$ (11,297,312.83)

Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Six Months Ending March 31, 2021

	YTD	Budget	Variance
Expenses			
600000 Operations			
601200 Salaries	653,100.55	1,425,000.00	(771,899.45)
602100 Payroll Taxes	46,000.49	114,000.00	(67,999.51)
602200 401k Program	21,421.86	60,000.00	(38,578.14)
602300 Insurance Employees	127,808.16	265,000.00	(137,191.84)
602400 Workers Compensation	0.00	5,500.00	(5,500.00)
603101 Professional Services	3,145.14	12,000.00	(8,854.86)
603105 Legal Services	31,048.61	40,000.00	(8,951.39)
603201 Accounting Services	1,500.00	18,000.00	(16,500.00)
603202 Annual Audit	19,925.00	20,000.00	(75.00)
603230 Film Commission	22,500.00	45,000.00	(22,500.00)
603410 Advertising & Fees	0.00	200.00	(200.00)
604010 Meetings, Seminars & Travel	3,064.45	15,000.00	(11,935.55)
604020 Mileage Reimbursement	1,696.13	10,000.00	(8,303.87)
604030 Auto Allowance	3,000.00	6,000.00	(3,000.00)
604101 Communication	1,480.32	3,000.00	(1,519.68)
604201 Postage & Freight	34,023.78	75,000.00	(40,976.22)
604501 Insurance-Bus, D&O, Work Comp	3,798.00	8,000.00	(4,202.00)
604701 Printing	0.00	1,000.00	(1,000.00)
604810 Promotional Items	18,677.21	25,000.00	(6,322.79)
604820 Repairs and Maintenance	6,134.71	25,000.00	(18,865.29)
604870 Surveys & Research	158,658.54	150,000.00	8,658.54
604920 Community/Employee Relations	4,185.45	10,000.00	(5,814.55)
604990 Miscellaneous Admin Expense	539.28	2,000.00	(1,460.72)
605101 Office Supplies	6,871.02	10,000.00	(3,128.98)
605215 Uniforms	0.00	5,000.00	(5,000.00)
605225 Volunteer Recognition	0.00	1,000.00	(1,000.00)
605402 Dues & Subscriptions	58,167.39	110,000.00	(51,832.61)
605510 Training & Development	150.00	2,500.00	(2,350.00)
609910 Contingency	0.00	10,000.00	(10,000.00)
Total 600000 Operations	\$ 1,226,896.09	\$ 2,473,200.00	\$ (1,246,303.91)
610000 Marketing			
613100 Agency Retainer	156,450.00	354,000.00	(197,550.00)
613105 Advertising Incidental	8.00	50,000.00	(49,992.00)
613430 Advertising	774,900.11	4,038,200.00	(3,263,299.89)
613432 Advertising Co-Op Sp Events	87,929.01	1,250,000.00	(1,162,070.99)
613435 Advertising-Co op	0.00	50,000.00	(50,000.00)
613450 Advertising Production	195,140.01	400,000.00	(204,859.99)
614010 Meeting/Seminars/Travel	1,742.59	15,000.00	(13,257.41)
614520 Interactive Marketing	265,908.37	575,000.00	(309,091.63)
614701 Printing Cost	2,067.64	45,000.00	(42,932.36)
614820 Public Relations	154,605.18	312,000.00	(157,394.82)
614825 Public Relations-Int'l	1,694.43	0.00	1,694.43
614870 Familiarization Tours Inbound	3,020.02	40,000.00	(36,979.98)

**Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
For the Six Months Ending March 31, 2021**

	YTD	Budget	Variance
615402 Dues & Subscriptions	3,028.86	15,000.00	(11,971.14)
619910 Contingency	0.00	25,000.00	(25,000.00)
Total 610000 Marketing	<u>\$ 1,646,494.22</u>	<u>\$ 7,169,200.00</u>	<u>\$ (5,522,705.78)</u>
620000 Sales			
623460 Citywide Convention Expenses	7,285.03	80,000.00	(72,714.97)
623475 Collateral	0.00	25,000.00	(25,000.00)
624001 Tradeshows	48,151.09	25,000.00	23,151.09
624010 Travel & Entertainment	2,459.41	15,000.00	(12,540.59)
624825 International	1,694.43	0.00	1,694.43
624850 Sponsorships	3,000.00	15,000.00	(12,000.00)
624870 Familiarization Tours-Inbound	9,286.44	30,000.00	(20,713.56)
625402 Dues & Subscriptions	26,568.74	40,000.00	(13,431.26)
626401 Tradeshow Displays	322.50	0.00	322.50
629910 Contingency	0.00	5,000.00	(5,000.00)
Total 620000 Sales	<u>\$ 98,767.64</u>	<u>\$ 235,000.00</u>	<u>\$ (136,232.36)</u>
630000 Special Events			
634010 Travel & Entertainment	0.00	2,000.00	(2,000.00)
634850 Sponsorships	315,000.00	435,000.00	(120,000.00)
634905 Festivals & Events	31,971.85	540,000.00	(508,028.15)
636401 Equipment	3,135.62	20,000.00	(16,864.38)
639910 Contingency	0.00	20,000.00	(20,000.00)
Total 630000 Special Events	<u>\$ 350,107.47</u>	<u>\$ 1,017,000.00</u>	<u>\$ (666,892.53)</u>
640000 Visitor Services			
643498 Contract Labor	0.00	5,000.00	(5,000.00)
644010 Travel	0.00	2,400.00	(2,400.00)
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	<u>\$ 26,917.46</u>	<u>\$ 108,600.00</u>	<u>\$ (81,682.54)</u>
660000 Sports Marketing			
663440 Awards/Appreciation	0.00	500.00	(500.00)
664001 Travel/Tradeshows	0.00	10,000.00	(10,000.00)
664010 Meetings/Seminar/Travel	0.00	15,000.00	(15,000.00)
664402 Facility Usage	34,875.48	162,000.00	(127,124.52)
664830 Signage	0.00	1,500.00	(1,500.00)
664850 Sponsorships	32,000.00	127,000.00	(95,000.00)
664860 Sporting Bid Fees	183,254.32	446,000.00	(262,745.68)
664870 Familiarization Tours	585.52	10,000.00	(9,414.48)
665402 Dues & Subscriptions	3,551.00	7,500.00	(3,949.00)
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	<u>\$ 254,266.32</u>	<u>\$ 796,000.00</u>	<u>\$ (541,733.68)</u>

**Panama City Beach Convention Visitors Bureau**  
**Statement of Activities - Budget Comparison**  
**For the Six Months Ending March 31, 2021**

	YTD	Budget	Variance
670000 Beach Renourishment			
673498 Beach Management Contract Labor	50,000.00	120,000.00	(70,000.00)
675402 Dues & Subscriptions	500.00	1,000.00	(500.00)
679910 Contingency	0.00	4,000.00	(4,000.00)
Total 670000 Beach Renourishment	\$ 50,500.00	\$ 125,000.00	\$ (74,500.00)
680000 Community Support			
683405 Development	27,873.00	175,000.00	(147,127.00)
Total 680000 Community Support	\$ 27,873.00	\$ 175,000.00	\$ (147,127.00)
690000 Tourism Development			
693450 Visit PCB Magazine-Production	105,519.19	50,000.00	55,519.19
693466 Chasin The Sun TV	319,490.97	525,000.00	(205,509.03)
694101 Communication	1,300.00	15,600.00	(14,300.00)
694610 Repairs and Maintenance	5,000.00	0.00	5,000.00
694701 Visit PCB Magazine-Printing	0.00	50,000.00	(50,000.00)
694800 Sports Park Expenses	49,888.60	0.00	49,888.60
694820 Mktng & PR PC and MB	15,000.00	250,000.00	(235,000.00)
695465 Planning & Development	2,175.04	2,274,957.00	(2,272,781.96)
Total 690000 Tourism Development	\$ 498,373.80	\$ 3,165,557.00	-\$ 2,667,183.20
60000 Sports Park Department			
600000 Advertising/Marketing	3,936.96	\$ 9,927.00	(5,990.04)
60400 Bank & Other Services Charge	4,589.00	\$ 14,664.00	(10,075.00)
62000 General & Administrative	9,633.50	\$ 19,843.00	(10,209.50)
63300 Insurance	19,450.67	\$ 19,451.00	(0.33)
64000 Supplies & Services	8,145.94	\$ 33,103.00	(24,957.06)
65000 Contract Labor	298,763.49	\$ 611,594.00	(312,830.51)
66000 Other Payroll Expenses	5,944.61	\$ 11,223.00	(5,278.39)
67200 Repairs & Maintenance	96,307.37	\$ 190,505.00	(94,197.63)
68600 Utilities	89,812.83	\$ 164,787.00	(74,974.17)
Total 60000 Sports Park Department	536,584.37	\$ 1,075,097.00	(538,512.63)
Total Expenses	\$ 4,716,780.37	\$ 16,339,654.00	\$ (11,622,873.63)
490000 Subsidy Income	441,347.69	343,057.00	98,290.69
Net Income	\$ (17,496.20)	\$ -	\$ (17,496.20)

Panama City Beach Convention Visitors Bureau  
Statement of Activities - Budget Comparison  
Sports Park Department  
For the Six Months Period Ending March 31, 2021

	YTD	Budget	Variance
<b>Income</b>			
347200 Sports Park Revenue			
40300 Soccer	20,949.33	55,527.00	(34,577.67)
40400 Football	54,220.43	58,721.00	(4,500.57)
40500 Lacrosse	308.41	14,608.00	(14,299.59)
40600 Baseball	80,467.81	237,468.00	(157,000.19)
400700 Softball	14,171.74	55,671.00	(41,499.26)
40900 Adult Recreations	17,756.96	24,757.00	(7,000.04)
41500 Food & Beverage	155,413.00	559,412.00	(403,999.00)
41905 Facility Fee/Ticketing Income	31,600.73	33,100.00	(1,499.27)
41915 Vendor Commissions	1,086.00	0.00	1,086.00
41916 Trainers	1,525.00	14,700.00	(13,175.00)
41990 Other Misc Sales	15,840.67	41,752.00	(25,911.33)
41000 Other Field Income	748.83	0.00	748.83
41995 Interest Income - SP	292.52	292.00	0.52
41910 Other Revenue Advertisement/Sponsor	0.00	100,000.00	(100,000.00)
Total 347200 Sports Park Revenue	\$ 394,381.43	\$ 1,196,008.00	\$ (801,626.57)
Total Income	\$ 394,381.43	\$ 1,196,008.00	(801,626.57)
50000 Cost of Goods Sold - SP	\$ 188,137.59	\$ 463,968.00	(275,830.41)
Gross Profit	\$ 206,243.84	\$ 732,040.00	\$ (525,796.16)
<b>Expenses</b>			
60000 Sports Park Department			
600000 Advertising/Marketing	3,936.96	\$ 9,927.00	(5,990.04)
60400 Bank & Other Services Charge	4,589.00	\$ 14,664.00	(10,075.00)
62000 General & Administrative	9,633.50	\$ 19,843.00	(10,209.50)
63300 Insurance	19,450.67	\$ 19,451.00	(0.33)
64000 Supplies & Services	8,145.94	\$ 33,103.00	(24,957.06)
65000 Contract Labor	298,763.49	\$ 611,594.00	(312,830.51)
66000 Other Payroll Expenses	5,944.61	\$ 11,223.00	(5,278.39)
67200 Repairs & Maintenance	96,307.37	\$ 190,505.00	(94,197.63)
68600 Utilities	89,812.83	\$ 164,787.00	(74,974.17)
Total Expenses	\$ 536,584.37	\$ 1,075,097.00	\$ (538,512.63)
490000 Subsidy Income	441,347.69	343,057.00	98,290.69
Net Income	\$ 111,007.16	\$ -	\$ 111,007.16

## Panama City Beach

TDT Collections	FY 2017		FY 2018		FY 2019		FY 2020 *		FY 2021 **		2021 Comp TDT Collections		
October	\$1,312,781	25.8%	\$1,289,221	-1.8%	\$1,322,080	n/a	\$1,544,058	19.8%	\$2,026,005	31.2%	October	FY20	\$ 1,544,058
November	\$523,191	8.9%	\$591,967	13.1%	\$1,369,745	n/a	\$622,853	5.2%	\$834,777	34.0%	November	FY20	\$ 622,853
December	\$393,263	11.0%	\$471,436	19.9%	\$1,166,509	n/a	\$579,371	22.9%	\$632,578	9.2%	December	FY20	\$ 579,371
January	\$495,113	4.2%	\$511,021	3.2%	\$1,184,032	n/a	\$701,529	37.3%	\$682,320	-2.7%	January	FY20	\$ 701,529
February	\$728,369	10.0%	\$798,179	9.6%	\$1,247,557	n/a	\$865,951	8.5%	\$806,929	-6.8%	February	FY20	\$ 865,951
March	\$1,421,784	19.2%	\$1,778,549	25.1%	\$2,017,252	n/a	\$869,315	-51.1%	\$2,501,784	40.7%	March	FY18	\$ 1,778,549
April	\$1,625,317	13.0%	\$1,705,011	4.9%	\$1,758,418	n/a	\$257,084	-84.9%	\$3,245,636	90.4%	April	FY18	\$ 1,705,011
May	\$2,148,364	14.5%	\$2,262,740	5.3%	\$2,286,649	n/a	\$1,474,849	-34.8%	\$4,309,469	90.5%	May	FY18	\$ 2,262,740
June	\$3,855,439	10.4%	\$4,257,916	10.4%	\$4,461,640	n/a	\$4,505,282	5.8%	\$0	0.0%	June	FY18	\$ 4,257,916
July	\$4,947,031	13.4%	\$5,269,072	6.5%	\$4,989,410	n/a	\$5,185,117	-1.6%	\$0	0.0%	July	FY18	\$ 5,269,072
August	\$1,900,446	13.7%	\$2,382,689	25.4%	\$2,601,675	n/a	\$2,628,848	10.3%	\$0	0.0%	August	FY18	\$ 2,382,689
September	\$1,620,578	14.0%	\$1,781,015	9.9%	\$1,637,077	n/a	\$2,238,905	25.7%	\$0	0.0%	September	FY18	\$ 1,781,015
TOTAL	\$20,971,676	13.5%	\$23,098,816	10.1%	\$26,042,044	n/a	\$21,473,162	-7.0%	\$15,039,498		TOTAL		\$23,750,754

\* compared to 2018

\*\* Oct - Feb, compared to 2020

\*\* Mar - Sep, compared to 2018

## Panama City Beach

YTD	FY 2017		FY 2018		FY 2019		FY 2020 *		FY 2021 **		2021 Comp	YTD
October	\$ 1,312,781	25.8%	\$ 1,289,221	-1.8%	\$ 1,322,080	n/a	\$ 1,544,058	19.8%	\$ 2,026,005	31.2%	October	\$ 1,544,058
November	\$ 523,191	8.9%	\$ 591,967	13.1%	\$ 1,369,745	n/a	\$ 622,853	5.2%	\$ 834,777	34.0%	November	\$ 622,853
December	\$ 393,263	11.0%	\$ 471,436	19.9%	\$ 1,166,509	n/a	\$ 579,371	22.9%	\$ 632,578	9.2%	December	\$ 579,371
January	\$ 495,113	4.2%	\$ 511,021	3.2%	\$ 1,184,032	n/a	\$ 701,529	37.3%	\$ 682,320	-2.7%	January	\$ 701,529
February	\$ 728,369	10.0%	\$ 798,179	9.6%	\$ 1,247,557	n/a	\$ 865,951	8.5%	\$ 806,929	-6.8%	February	\$ 865,951
March	\$ 1,421,784	19.2%	\$ 1,778,549	25.1%	\$ 2,017,252	n/a	\$ 869,315	-51.1%	\$ 2,501,784	40.7%	March	\$ 1,778,549
April	\$ 1,625,317	13.0%	\$ 1,705,011	4.9%	\$ 1,758,418	n/a	\$ 257,084	-84.9%	\$ 3,245,636	90.4%	April	\$ 1,705,011
May	\$ 2,148,364	14.5%	\$ 2,262,740	5.3%	\$ 2,286,649	n/a	\$ 1,474,849	-34.8%	\$ 4,309,469	90.5%	May	\$ 2,262,740
June	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	June	\$ -
July	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	July	\$ -
August	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	August	\$ -
September	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	September	\$ -
TOTAL	\$ 8,648,182	15.0%	\$ 9,408,124	8.8%	\$ 12,352,242	n/a	\$ 6,915,010	-26.5%	\$ 15,039,498	49.5%	TOTAL	\$10,060,062

\* compared to 2018

\*\* Oct - Feb, compared to 2020

\*\* Mar - Sep, compared to 2018

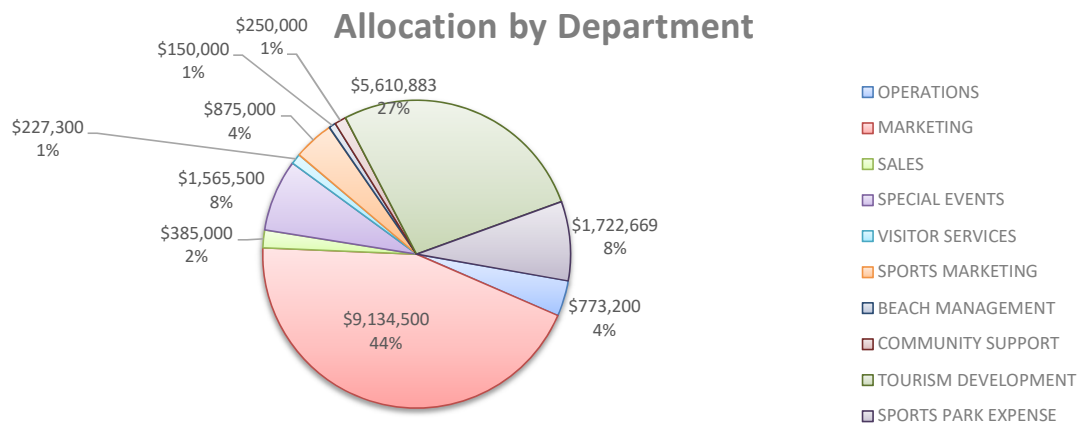
# Visit Panama City Beach

## Budget Amendment & Comparison



Revenues	FY 2022 Draft	AMENDED FY 2021	INITIAL FY 2021	+/- Initial
Fund 125 Current Year Collections	\$11,459,087	\$11,579,853	\$10,030,264	\$ 1,549,589
Fund 127 Current Year Collections	\$150,000	\$150,000	\$150,000	\$ -
Fund 128 Current Year Collections	\$553,802	\$817,597	\$817,597	\$ -
Sports Park Revenues (recorded in Fund 124)	\$1,654,456	\$1,196,008	\$1,170,085	\$ 25,923
Sports Park Subsidies (Fund 128)	\$68,213	\$343,057	\$325,260	\$ 17,797
Co-Op Income	\$40,000	\$30,000	\$75,000	\$ (45,000)
Visitor Guides	\$45,000	\$45,000	\$0	\$ 45,000
Fees from Website	\$2,000	\$500	\$500	\$ -
Corporate & Event Sponsorship Income	\$75,000	\$75,000	\$75,000	\$ -
Event Income	\$125,000	\$130,000	\$130,000	\$ -
Interest Income	\$7,000	\$26,000	\$26,000	\$ -
Contract Funds from prior year	\$3,506,651	\$0	\$0	\$ -
Excess Collections from From Prior Year	\$1,634,730	\$1,492,105	\$1,200,000	\$ 292,105
CVB Unrestricted Assets (cash)	\$3,337,313	\$2,975,196	\$1,375,000	\$ 1,600,196
BCC General Fund-Film Commission	\$30,000	\$30,000	\$30,000	\$ -
Micellaneous Income	\$5,000	\$5,000	\$5,000	\$ -
Grants	\$65,000	\$65,000	\$0	\$ 65,000
<b>TOTAL</b>	<b>\$22,758,252</b>	<b>\$18,960,316</b>	<b>\$15,409,706</b>	<b>\$ 3,550,610</b>

Expenses	FY 2022 Draft	AMENDED FY 2021	INITIAL FY 2021	+/- Initial
OPERATIONS Dept. 60	\$773,200	\$603,700	\$603,700	\$ -
MARKETING Dept. 61	\$9,134,500	\$7,169,200	\$7,169,200	\$ -
SALES Dept. 62	\$385,000	\$235,000	\$235,000	\$ -
SPECIAL EVENTS Dept. 63	\$1,565,500	\$1,017,000	\$1,017,000	\$ -
VISITOR SERVICES Dept. 64	\$227,300	\$108,600	\$108,600	\$ -
SPORTS MARKETING Dept. 66	\$875,000	\$796,000	\$796,000	\$ -
BEACH MANAGEMENT Dept. 67	\$150,000	\$125,000	\$125,000	\$ -
COMMUNITY SUPPORT Dept. 68	\$250,000	\$175,000	\$175,000	\$ -
TOURISM DEVELOPMENT Dept. 69	\$5,610,883	\$5,322,251	\$1,815,361	\$ 3,506,890
PERSONAL SERVICES Dept. 00	\$2,064,200	\$1,869,500	\$1,869,500	\$ -
SPORTS PARK EXPENSE	\$1,722,669	\$1,539,065	\$1,495,345	\$ 43,720
<b>TOTAL</b>	<b>\$22,758,252</b>	<b>\$18,960,316</b>	<b>\$15,409,706</b>	<b>\$ 3,550,610</b>



## Dan Rowe

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**To:** TDC Members  
**Subject:** Use of the Tourist Development Tax for Public Safety

As you are aware, the combination of increased visitation and rough conditions in the Gulf of Mexico have strained the resources the City & County have for life saving activities on the sand. I have received inquiries from City & County officials to determine if there are any additional resources the TDC can bring to bear on this situation. I have attached a document that outlines our public awareness campaigns in support of our first responders.

Additionally, I have asked Doug Sale to review the state statutes that allow for us to provide assistance for public safety initiatives to determine if we are able to provide additional funding. Based on the way the statute is constructed, we apply the 10% for public safety to the first two pennies of the tourist development tax. However, it is plausible to interpret the statute in a way that allows us to apply the ability to allocate funds for this purpose to additional pennies of the tax.

Based on the need of the community, I recommend for the TDC to recommend to the Board of County Commissioners that we apply, with the exception of the 3<sup>rd</sup> cent which has been dedicated to beach renourishment, the 10% allocation the additional pennies we collect.

If you have any questions, please reach out to me or Doug Sale.

**Dan Rowe**

**Visit Panama City Beach  
Bay County TDC**

17001 Panama City Beach Parkway

Panama City Beach, Florida 32413

Office: (850) 248-9060 Cell: (850) 819-5196

e: [drowe@visitpanamacitybeach.com](mailto:drowe@visitpanamacitybeach.com) | w: [visitpanamacitybeach.com](http://visitpanamacitybeach.com)



# PANAMA CITY BEACH PUBLIC INFORMATION CAMPAIGN



**MAKE IT YOUR**  
**REALFUN**  
**BEACH**

# DOUBLE RED FLAG PUBLIC INFORMATION CAMPAIGN

The Bay County TDC provides over \$1 Million a year in support to promote Public Safety.

**The following campaign elements are deployed immediately when double red flags fly:**

## Text Message Alerts

Visitors are encouraged to sign up to receive text alerts when the flags change

## Geo Fencing

A geo-fencing campaign is activated to send visitors in the area a notification of the double red flag status

- Served on Mobile only
- Targeting all demos locally
- Unlimited frequency
- Geo-fenced areas along the beachfront

## Billboard Campaign

Double Red Flag creative is deployed as soon as the notification is received.

7 Digital Billboards feature the Double Red Flag messaging.

3 Vinyl Billboards in rotation in Bay County

## Banner Plane

The banner plane is activated once the flags are changed to double red flags



# DOUBLE RED FLAG PUBLIC INFORMATION CAMPAIGN

The Bay County TDC provides over \$1 Million a year in support to promote Public Safety.

The following campaign elements are deployed immediately when double red flags fly:

## Social Media

- Insta Stories
- Facebook - Boosted post locally etc.





# DOUBLE RED FLAG PUBLIC INFORMATION CAMPAIGN



The Bay County TDC provides over \$1 Million a year in support to promote Public Safety.

## **VisitPanamaCityBeach.com**

Beach Safety information is included as well as information on the text alert system. The Flags are updated daily.

## **Lifeguard Video | Television Spot**

Aired locally

## **Visitor Services**

Education and flag warning/riptides sticker distributed to visitors

## **Public Beach Area**

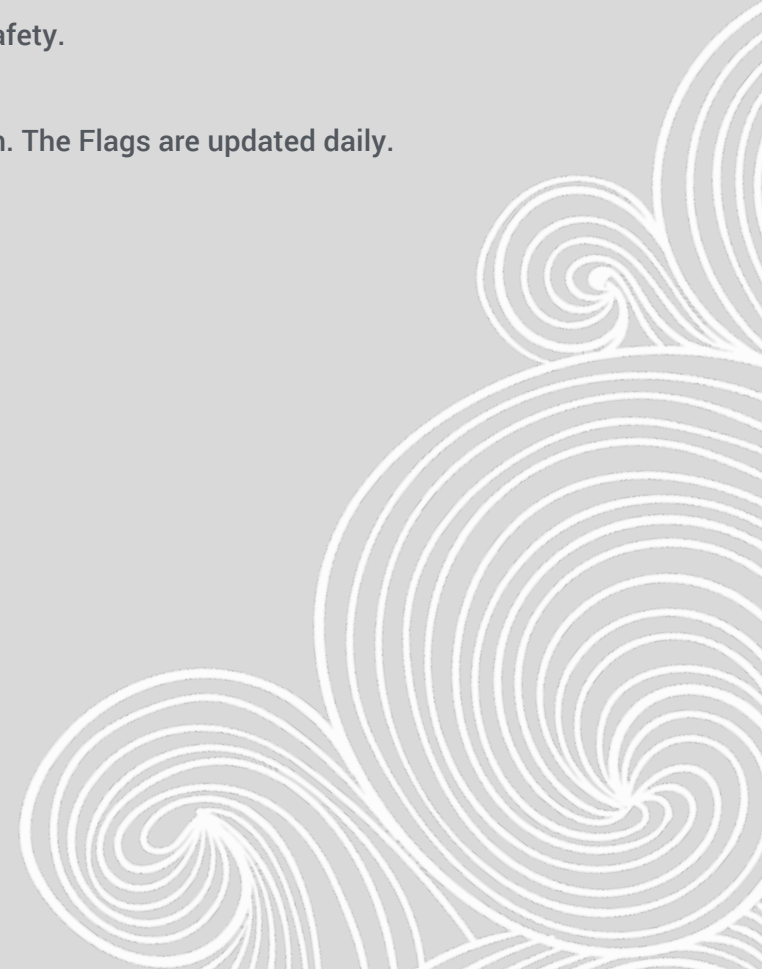
Signage includes information on the flag warning system and riptides

## **Accommodations**

Required to post the flag warning system in the units

## **Flag Warning Stickers**

Distributed at the Visitor Information Center and to accommodation partners



# DOUBLE RED FLAG INFORMATION BILLBOARD CAMPAIGN

Seven digital billboards are activated when two red flags fly to notify visitors.

Three vinyl billboards are rotated throughout Bay County as billboard locations are available through Lamar Advertising



# DOUBLE RED FLAG INFORMATION | LIFEGUARD VIDEO

## Lifeguard Video

Promotes area locations where visitors can swim with Lifeguards on duty.

Promoted via social media and Beach TV



## STAY **PCB** CURRENT

### BEACH RESPONSIBLY

The health and safety of our Panama City Beach community is our top priority. Please maintain social distance, stay 6 feet apart and follow CDC guidelines.



### LEAVE ONLY FOOTPRINTS

The Leave Only Footprints Ordinance is in effect for Panama City Beach. All your personal items including, but not limited to:

- **TENTS** • **CHAIRS** • **COOLERS** • **UMBRELLAS**

Will be removed and disposed of if left on the beach between the hours of 7pm and 7am. On public beaches or with the upland landowner's permission, personal property may be stored overnight at the toe of the dune at your own risk.

Bay County Ordinance NO 12-14 and 12-37 and City of Panama City Beach Ordinance NO 1242



**GREEN - LOW HAZARD**  
Calm conditions, exercise caution



**YELLOW - MEDIUM HAZARD**  
Moderate surf and/or currents



**RED - HIGH HAZARD**  
High surf and/or strong currents



**RED OVER RED**  
Water closed to public



**PURPLE**  
Dangerous marine life

Sign up to receive alerts for flag changes by texting **PCBFLAGS** to **888777**.

## STAY **PCB** CURRENT

### LEAVE ONLY FOOTPRINTS

The **LEAVE ONLY FOOTPRINTS** Ordinance is in effect for Panama City Beach. All your personal items including, but not limited to:

- **Tents** • **Chairs** • **Coolers** • **Umbrellas**

Will be removed and disposed of if left on the beach between the hours of 7pm and 7am.

On public beaches or with the upland landowner's permission, personal property may be stored overnight at the toe of the dune at your own risk.

Bay County Ordinance NO 12-14 and 12-37 and City of Panama City Beach Ordinance NO 1242

### BEACH FLAG WARNING SYSTEM



**GREEN - LOW HAZARD**  
Calm conditions, exercise caution



**YELLOW - MEDIUM HAZARD**  
Moderate surf and/or currents



**RED - HIGH HAZARD**  
High surf and/or strong currents



**DOUBLE RED**  
Water closed to public



**PURPLE**  
Dangerous marine life



Panama City Beach  
REAL YOUR BEACH


VisitPanamaCityBeach.com

## STAY **PCB** CURRENT

### BEACH RESPONSIBLY

#### GUIDELINES

- Maintain social distance
- Keep group size to less than 10 people (size and separation from other groups will be enforced)
- Pack hand sanitizer
- Follow CDC guidelines





# DOUBLE RED FLAG INFORMATION | STICKERS DISTRIBUTED TO GUESTS AND ACCOMMODATION PARTNERS

## Beach Warning Flags



**RED OVER RED**  
Water Closed to Public



**RED - HIGH HAZARD**  
(High surf and/or strong currents)



**YELLOW - MEDIUM HAZARD**  
(Moderate surf and/or currents)



**GREEN - LOW HAZARD**  
(Calm conditions, exercise caution)



**PURPLE**  
Dangerous Marine Life

Flags are located approximately  
one mile apart along the beach.

Absence of flags does not assure  
safe waters.





MAKE IT YOUR  
REALFUN  
BEACH

## Dan Rowe

---

**To:** TDC Members  
**Subject:** SPORTS PARK & SPECIAL EVENT IMPROVEMENTS/ENHANCEMENTS

### SPORTS ENHANCEMENTS –

Public Address System - \$40,000  
Padding for 8 Baseball/Softball Field Backstops ( 5 fields at Sports Park, plus three fields at Frank Brown Park) - \$82,000  
Netting along 1<sup>st</sup> & 3<sup>rd</sup> Baselines for six fields at Sports Park - \$220,000  
Additional Sod for seeded areas at the Sports Park - \$108,000

### SPECIAL EVENT ENHANCEMENTS –

Mobile Light Towers (2) - \$25,000  
Installation of Traffic Bollards (40) on streets in the Boardwalk area of Pier Park - \$125,000

TOTAL = \$600,000

## Visit Panama City Beach Bay County TDC

17001 Panama City Beach Parkway  
Panama City Beach, Florida 32413  
Office: (850) 248-9060 Cell: (850) 819-5196  
e: [drowe@visitpanamacitybeach.com](mailto:drowe@visitpanamacitybeach.com) | w: [visitpanamacitybeach.com](http://visitpanamacitybeach.com)

