



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

Tuesday, September 10, 2019

9:00 a.m.

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER
- II. ROLL CALL
 - A. Invocation
 - B. Pledge of Allegiance
 - C. Approve Minutes from July 09, 2019 and August 13, 2019
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)
- IV. CONSENT AGENDA
 - A. BEACH NOURISHMENT – Approve APTIM Coastal Planning & Engineering, Inc. Invoice #457965-RI-00636 and Invoice #457966-RI-00636 MB
 - B. SPORTS PARK PROJECT MANAGEMENT – Approve Anchor CEI Invoice #287
 - C. MEXICO BEACH CDC - Approve FY 2020 Mexico Beach CDC Program of Work and Budget
 - D. PANAMA CITY CDC – Approve FY 2020 Panama City CDC Program of Work and Budget
 - E. FINANCIAL STATEMENTS—Approve CVB/TDC Financial Statements Dated July 31, 2019
- V. BOARD ACTION ITEMS
 - A. Discuss and Consider for Approval State FDEP Grant Contract 20BA1 for Panama City Beach and Mexico Beach, Mr. Dan Rowe.
 - B. Discuss and Consider for Approval CVB FY2020 Budget and Program of Work, Mr. Dan Rowe.
- VI. PRESENTATIONS
 - A. Panama City Beach Sports Complex Construction Update, Ms. Elizabeth Moore, Anchor CEI
- VII. UPDATE ON TOURIST DEVELOPMENT TAX COLLECTIONS AND ENFORCEMENT ACTIONS, Mr. Tyler Miller, Tourist Development Tax Specialist
- VIII. PRESIDENT’S REPORT
- IX. CHAIRMAN’S REPORT
- X. AUDIENCE PARTICIPATION
- XI. ADJOURNMENT

MOTIONS PASSED AT THE COMBINED BOARD MEETING JULY 9, 2019

1. Combined Approved the minutes from May 14, 2019 and June 11, 2019. Patronis/Walsingham
2. Combined Approved the Consent Agenda, Item A, APTIM Coastal Planning & Engineering, Inc. Invoice #452303-RI-00636 in the amount of \$87,822.00 and Invoice #452299-RI-00636 in the amount of \$3,310.30; Item B, Anchor CEI Invoice #274 in the amount of \$40,156.23. Pease/Patronis
3. CVB Approved funding of \$155,250 required match for Mexico Beach existing Truck Haul project. Funds to be paid from PCB excess collections during October 2018-February 2019. Pease/Chapman
4. Combined Approved Beach Renourishment resolution for State Funding Request 2020/21 for the Panama City Beaches Erosion Control Project and to forward to the Board of County Commissioners for approval and execution. Phillips/Walsingham
5. Combined Approved Beach Management Program Grant from The Florida Department of Environmental Protection Beach Management Funding Assistance Program for fiscal year 2020-2021 for the Mexico Beach Shoreline Restoration Project and to forward to the Board of County Commissioners for approval and execution. Pease/Griffitts
6. TDC Approved APTIM Continuing Services Task Order, in an amount not to exceed \$46,600
Phillips/Pease
7. TDC Approved Dewberry Continuing Services Task Order in an amount not to exceed \$46,500.
Griffitts/Pease
8. Combined Approved Panama City Beach Sports Complex Sponsorship Guidelines and to forward to the Board of County Commissioners for approval and execution. Thomas/Patronis

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

Tuesday, July 9, 2019

9:00 a.m.

Council Room, PCB City Hall

Board Members Present:

Buddy Wilkes, Chairman
Phil Chester, Vice Chairman
Andy Phillips
Yonnie Patronis
Phillip Griffiths, Jr.

Clair Pease
David Chapman
Mike Thomas
Gary Walsingham

Staff Present: Dan Rowe, Jayna Leach, Michaellean Stewart, Lacey Rudd, Richard Sanders, Chris O'Brien, J. Michael Brown, Charlene Honnen, Harrison Moon, Brianna Webb, Barrie Ainslie, Helen Adami, Anne Williams,

Others Present: JD Wood, Elizabeth Moore, Tyler Miller, Samantha Harlander, Julie Gordon, Jack Bishop, Doug Sale, Kimberly Shoaf

I. **CALL MEETING TO ORDER**

Chairman Buddy Wilkes called the meeting to order at 9:00 a.m.

II. **ROLL CALL**

There were nine members present.

A. Invocation

Mr. Chester gave the Invocation.

B. Pledge of Allegiance

Ms. Pease led the Pledge of Allegiance.

C. Approval of Minutes from May 14, 2019 and June 11, 2019

Mr. Patronis moved, seconded by Mr. Walsingham, to approve the Combined Board Meeting minutes from May 19, 2019 and June 11, 2019. Motion passed by the following unanimous vote:

<i>Mr. Walsingham</i>	<i>Yes</i>	<i>Ms. Pease</i>	<i>Yes</i>
<i>Mr. Phillips</i>	<i>Yes</i>	<i>Mr. Griffiths</i>	<i>Yes</i>
<i>Mr. Chester</i>	<i>Yes</i>	<i>Mr. Thomas</i>	<i>Yes</i>
<i>Mr. Patronis</i>	<i>Yes</i>	<i>Mr. Wilkes</i>	<i>Yes</i>
<i>Mr. Chapman</i>	<i>Yes</i>		

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

None.

IV. **UPDATE ON TOURIST DEVELOPMENT TAX COLLECTIONS, Mr. Tyler Miller, Tourist Development Tax Specialist**

Mr. Tyler Miller, tourist development tax specialist, reported that Panama City Beach tax collections for May 2019 were up 1.05% in cash collected over the same period in 2018, and year-to-date collections were up 47% over the same period in 2018. Mr. Miller reported that the May accrual attribution data showed a 1% decrease from the same period in 2018. He reviewed the cash/accrual breakdown chart. He also indicated that there were subsequent May collections noting that the accrual increase for May is now 3.8% and rising. For Panama City, Mr. Miller stated May collections are down about 11% from the same period in 2018; he reviewed the accrual attribution data chart for Panama City. For Mexico Beach, collections were down about 98% from the same period in 2018. He then reviewed the accrual attribution data chart for Mexico Beach. Mr. Miller then reviewed the balance of the reports for Panama City Beach.

V. CONSENT AGENDA

Mr. Rowe read the Consent Agenda into the record.

- A. BEACH NOURISHMENT – Approve APTIM Coastal Planning & Engineering, Inc. Invoice #452303-RI-00636 and 452299-RI-00636
- B. SPORTS PARK PROJECT MANAGEMENT – Approve Anchor CEI Invoice #274

Mr. Pease moved, seconded by Mr. Patronis, to approve the Consent Agenda, Item A, APTIM Coastal Planning and Engineering, Inc. invoice #452303-RI-00636 and 452299-RI-00636 Item B, Anchor CEI invoice #274.

Motion passed by the following unanimous vote:

<i>Mr. Phillips</i>	<i>Yes</i>	<i>Mr. Thomas</i>	<i>Yes</i>
<i>Mr. Chester</i>	<i>Yes</i>	<i>Mr. Walsingham</i>	<i>Yes</i>
<i>Mr. Patronis</i>	<i>Yes</i>	<i>Mr. Wilkes</i>	<i>Yes</i>
<i>Mr. Chapman</i>	<i>Yes</i>	<i>Mr. Griffitts</i>	<i>Yes</i>
<i>Ms. Pease</i>	<i>Yes</i>		

VI. PRESENTATIONS

- C. Panama City Beach Sports Complex Construction Update, Mrs. Elizabeth Moore, Anchor CEI

Park opened at 9 am on July 8, 2019. Even though there is still much to be done we have received many compliments. Priorities include walkways, concessions, signage, bathrooms and lights. Bleachers are onsite awaiting concrete to be poured. Front 5 fields are being used. Official grand opening is scheduled for October 5, 2019.

VII. DISCUSSION ITEM

- A. Mexico Beach beach renourishment. Mr. Dan Rowe, President

Mr. Rowe discussed the City of Mexico Beach received a \$600,000 truck haul project that required a 25% match. Originally this match was to be split between the city of Mexico Beach and the Mexico Beach CDC. In light of all that has happened with Hurricane Michael and to keep this project moving forward it is suggested that the board use a portion of the incremental bed tax collections from October-February to fund this obligation in full. Total amount is \$155,250. This is just to keep project moving. Next winter will be next phase, sand.

Ms. Pease moved, seconded by Mr. Patronis, to accept the rate structure

Motion passed by the following unanimous vote:

<i>Ms. Pease</i>	<i>Yes</i>	<i>Mr. Thomas</i>	<i>Yes</i>
<i>Mr. Chester</i>	<i>Yes</i>	<i>Mr. Walsingham</i>	<i>Yes</i>

Mr. Wilkes	Yes	Mr. Phillips	Yes
Mr. Patronis	Yes	Mr. Griffiths	Yes
Mr. Chapman	Yes		

VIII. BOARD ACTION ITEMS

- A. Discuss and Consider for Approval and recommend to the Bay County Board of Commissioners Beach Renourishment resolution for State Funding Request 2020/21 for the Panama City Beaches Erosion Control Project, Mr. Dan Rowe, President

Mr. Rowe presented the Beach Renourishment resolution for State Funding Request 2020/21 for the Panama City Beaches Erosion Control Project. It was noted that 100% funding is expected. This is an annual resolution.

Mr. Phillips moved, seconded by Mr. Walsingham, that the TDC accept the Beach Renourishment resolution for State Funding Request 2020/21 for the Panama City Beaches Erosion Control Project

Motion passed by the following unanimous vote:

Ms. Pease	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Walsingham	Yes
Mr. Wilkes	Yes	Mr. Phillips	Yes
Mr. Patronis	Yes	Mr. Griffiths	Yes
Mr. Chapman	Yes		

- B. Discuss and Consider for Approval and recommend to the Bay County Board of Commissioners Beach Management Program Grant from The Florida Department of Environmental Protection Beach Management Funding Assistance Program for Fiscal year 2020-2021, for the Mexico Beach Shoreline Restoration Project, Mr. Dan Rowe, President

Mr. Rowe presented the Beach Management Program Grant from The Florida Department of Environmental Protection Beach Management Funding Assistance Program for Fiscal year 2020-2021, for the Mexico Beach Shoreline Restoration Project.

Mr. Thomas moved, seconded by Mr. Chester, that the TDC accept the Beach Management Program Grant from The Florida Department of Environmental Protection Beach Management Funding Assistance Program for Fiscal year 2020-2021, for the Mexico Beach Shoreline Restoration Project

Motion passed by the following unanimous vote:

Ms. Pease	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Walsingham	Yes
Mr. Wilkes	Yes	Mr. Phillips	Yes
Mr. Patronis	Yes	Mr. Griffiths	Yes
Mr. Chapman			

- C. Discuss and Consider for Approval APTIM Continuing Services Task Order in an amount not to exceed \$46,600, Mr. Dan Rowe, President

Mr. Rowe presented the APTIM Continuing Services Task Order. This is an annual task order and approval is only for the maximum spend for this contract.

Mr. Phillips moved, seconded by Ms. Pease, that the TDC accept the APTIM Continuing Task Order in an amount not to exceed \$46,600.

Motion passed by the following unanimous vote:

Ms. Pease	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Walsingham	Yes
Mr. Wilkes	Yes	Mr. Phillips	Yes
Mr. Patronis	Yes	Mr. Griffiths	Yes
Mr. Chapman			

- D. Discuss and Consider for Dewberry Continuing Services Task Order in an amount not to exceed \$46,600.

Mr. Rowe presented the Dewberry Continuing Services Task Order. This is an annual task order and approval is only for the maximum spend for this contract.

Mr. Griffiths moved, seconded by Mr. Pease that the TDC accept the Dewberry Continuing Task Order in an amount not to exceed \$46,600.

Motion passed by the following unanimous vote:

Ms. Pease	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Walsingham	Yes
Mr. Wilkes	Yes	Mr. Phillips	Yes
Mr. Patronis	Yes	Mr. Griffiths	Yes
Mr. Chapman	Yes		

- E. Discuss and Consider for Approval and recommend to the Bay County Board of Commissioners the Panama City Beach Sports Complex Sponsorship Guidelines, Mr. J Michael Brown, VP Tourism Development

Mr. Brown presented the Panama City Beach Sports Complex Sponsorship Guidelines. Mr. Brown explained that the guidelines are the same as the Panama City Beach Convention and Visitor Bureau’s with the exception that it allows the Board of County Commissioners a 10-day window to veto any sponsorship at the Sports Complex. Mr. Brown further explained that there are bundled opportunities that partners are presented and they would be pro-rata allocated to the Sports Complex. Ms. Pease requested clarification on certain items and Mr. Brown explained. Mr. Brown noted that this is Veto power only and no county approvals are required. This does not impact any pending sponsorships.

Mr. Thomas moved, seconded by Mr. Patronis, that the TDC accept the Panama City Sports Complex Sponsorship Guidelines and forward to the Bay County Board of Commissioners for approval and execution

Motion passed by the following unanimous vote:

Ms. Pease	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Walsingham	Yes
Mr. Wilkes	Yes	Mr. Phillips	Yes
Mr. Patronis	Yes	Mr. Griffiths	Yes
Mr. Chapman	Yes		

IX. PRESIDENT’S REPORT

Budget process has started for FY 20. Jayna and Dan will be meeting with agencies for the coming year. The 231 Florida welcome center is set to be managed by the NW Florida Coalition. Bay, Escambia and Okaloosa are onboard with this. The staff are being paid by Jackson County until September 30, 2019 and we are working on an employee leasing option for the future operations. Helen Adami has joined our staff as Director of Sales. Andy has requested an updated organizational chart and Dan stated that we are in the final phase of hiring a new recording secretary for the board. Once that position is filled the staff will be complete and a new organization chart will be produced.

X. CHAIRMAN'S REPORT

Mr. Wilkes stated that he is proud to be a part of this group and assist with Mexico Beach. There was discussion about expanding the taxing jurisdiction and Mr. Griffiths stated it would be a county referendum unless the city decided to annex. Mr. Sale stated that legislative change may be required. He will look at the area to see if a referendum is acceptable.

XI. AUDIENCE PARTICIPATION

None.

XII. ADJOURNMENT

Respectfully submitted,

Charlene Honnen, Recording Secretary

MOTIONS PASSED AT THE COMBINED BOARD MEETING August 13, 2019

1. Combined Approved the Consent Agenda, Item A, APTIM Coastal Planning & Engineering, Inc. Invoice #456331-RI-00636 in the amount of \$153,688.50; Item B, Anchor CEI Invoice #281 in the amount of \$43,336.63; Item C, Financial statements for May & June, 2019. Phillips/Patronis

2. Combined Approved to draft RFQ for alcohol sales at the sports park via 3rd party vendor. Phillips/Pease

3. Combined Approved naming rights for the sports park to Royal American, with the contract to be negotiated, be presented to the Bay County Commission for approval. Patronis /Chester

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

Tuesday, August 13, 2019

9:00 a.m.

Council Room, PCB City Hall

Board Members Present:

Buddy Wilkes, Chairman
Phil Chester, Vice Chairman
Andy Phillips
Yonnie Patronis
Phillip Griffiths, Jr.

Clair Pease
David Chapman-Late
Mike Thomas
Gary Walsingham-Absent

Staff Present: Dan Rowe, Jayna Leach, Michael Stewart, Lacey Rudd, Richard Sanders, Chris O'Brien, J. Michael Brown, Charlene Honnen, Harrison Moon, Brianna Webb, Barrie Ainslie, Helen Adami, Anne Williams, Sharon Cook.

Others Present: JD Wood, Elizabeth Moore, Tyler Miller, Samantha Harlander, Julie Gordon, Jack Bishop, Doug Sale,

I. CALL MEETING TO ORDER

Chairman Buddy Wilkes called the meeting to order at 9:00 a.m.

II. ROLL CALL

There were seven members present. Chapman arrived after roll was called.

A. Invocation

Mr. Chester gave the Invocation.

B. Pledge of Allegiance

Ms. Pease led the Pledge of Allegiance.

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

None.

IV. UPDATE ON TOURIST DEVELOPMENT TAX COLLECTIONS, Mr. Tyler Miller, Tourist Development Tax Specialist

Mr. Tyler Miller, tourist development tax specialist, reported that Panama City Beach tax collections for June 2019 were up 4.80% in cash collected over the same period in 2018, and year-to-date collections were up 34% over the same period in 2018. Mr. Miller reported that the June accrual attribution data showed a 7.4% decrease from the same period in 2018. He reviewed the cash/accrual breakdown chart. He also indicated that there were subsequent June collections. For Panama City, Mr. Miller stated May collections are down about 20% from the same period in 2018; he reviewed the accrual attribution data chart for Panama City. For Mexico Beach, collections were down about 97% from the same period in 2018. He then reviewed the accrual attribution data chart for Mexico Beach. Mr. Miller then reviewed the balance of the reports for Panama City Beach.

V. CONSENT AGENDA

Mr. Rowe read the Consent Agenda into the record.

- A. BEACH NOURISHMENT – Approve APTIM Coastal Planning & Engineering, Inc. Invoice #456331
- B. SPORTS PARK PROJECT MANAGEMENT – Approve Anchor CEI Invoice #281
- C. FINANCIAL STATEMENTS – Approve CVB/TDC Financial Statements dated May 31, 2019 and June 30, 2019

Mr. Phillips moved, seconded by Mr. Patronis, to approve the Consent Agenda, Item A, APTIM Coastal Planning and Engineering, Inc. invoice #4556331, Item B, Anchor CEI invoice #281, Item C, Financial Statements dated May and June 2019. Ms. Pease requested to receive the financial statements prior to the meeting for future meetings.

Motion passed by the following unanimous vote:

Mr. Phillips	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Patronis	Yes
Mr. Wilkes	Yes	Mr. Griffiths	Yes
Mr. Chapman	Abstain		
Ms. Pease	Yes		

VI. DISCUSSION ITEM

- A. Plan for alcohol sales at the Sports Park; Mr. J.D. Wood, Mr. Dan Rowe, President

Mr. Wood recommended going out for an RFQ, with ranking system, to an outside vendor for a one-year agreement with a three-year renewal. He also stated that the sales will be from a 3rd party vendor selling closed packaged containers and will not sell draft or openly distributed products. Discussion was made regarding the limitations on sales such as wrist bands and time of operation, as well as SFM being the manager of such vendors but the CVB will retain control over the determination of events at which to open alcohol sales and the type of beverages sold. Also discussed was for the 3rd party vendor to be the liquor license holder, the CVB will rent the space to the vendor with possibly a percentage of the sales. Mr. Rowe stated that the income revenue from the leased vendor space will not go into the threshold for revenue incentive for SFM since they were not controlling the liquor license. The TDC will research the possibility of carrying additional liability insurance to cover the potential issues that may arise as a direct result of alcohol sales.

Mr. Phillips moved, seconded by Ms. Pease, to approve going through the RFQ process for 3rd party vendor of alcohol sales at the Sports Park

Motion passed by the following unanimous vote:

Ms. Pease	Yes	Mr. Thomas	Yes
Mr. Chester	Yes	Mr. Wilkes	Yes
Mr. Phillips	Yes	Mr. Griffiths	Yes
Mr. Patronis	Yes		
Mr. Chapman	Abstain		

VII. BOARD ACTION ITEMS

- A. Discuss and Consider for Approval and recommend to the Bay County Board of Commissioners naming rights for the Sports Park; Mr. J. Michael Brown, Mr. J.D. Wood

Mr. Brown stated that the vendor who met the requirements set forth by the CVB in a prior meeting was Royal American. Royal American agreed to pay \$100,000 per year for a five-year term of contract. At that time, Mr. Chapman stated that he was to abstain from the vote but would partake in the discussion. Discussion on this item included the vendor's statement of making improvements such as playgrounds to the Sports Park. Mr. Phillips stated that the naming rights was a valued asset and asked if the data used to ascertain the annual fee agreed with the amount being discussed as well as if the amount could be low being that the park is new and unproven. Other discussion included Royal American's willingness to make improvements, that the name has a positive perception within the community, and that the company has made many local donations and are good steward of the community. Also discussed was the renewal at the end of the initial contract is a point of renegotiation and that the Chairman will be involved with reviewing the contract. Mr. Rowe stated that other outside vendors can be brought in during larger events and that there are smaller advertising packages still available to other vendors. He also stated that there were a few other vendors who requested information but didn't submit a proposal such as Regions Bank and a couple of sporting goods retailers. Mr. Thomas stated that he was concerned about whether or not this would be a good idea. Mr. Phillips suggested to wait until the park was open since the revenue for the rights were not yet within the budget. He said he would like a national sponsor. Mr. Woods state that they did reach out nationally through the SFM network but had no proposals submitted.

Mr. Patronis moved, seconded by Mr. Chester, that the TDC accept the proposal for Royal American to be awarded the naming rights, with the contract to be negotiated, and to recommend said rights to the Bay County Board of County Commissioners for approval. The BOCC has ten days to reject upon receiving the recommendation.

Motion passed by the following 4 to 3 vote:

<i>Ms. Pease</i>	<i>Yes</i>	<i>Mr. Thomas</i>	<i>No</i>
<i>Mr. Chester</i>	<i>Yes</i>	<i>Mr. Wilkes</i>	<i>Yes</i>
<i>Mr. Phillips</i>	<i>No</i>	<i>Mr. Griffitts</i>	<i>No</i>
<i>Mr. Patronis</i>	<i>Yes</i>		
<i>Mr. Chapman</i>	<i>Abstain</i>		

VIII. PRESENTATIONS

- C. Panama City Beach Sports Complex Construction Update, Ms. Brittany Trumball

Ms. Trumball stated that the park has received numerous compliments. August 30, 2019 weekend will host a large soccer tournament. With regards to the status of the project she stated that there are still items being worked on: Lighting, grading, irrigation system, fencing, score boards, signage, and sidewalks. Also, there is a warranty issue being corrected on a corner of some of the fields.

IX. PRESIDENT'S REPORT

Mr. Rowe introduced Sharon Cook as the new Director of Administration. He also discussed the FY20 Program of Work, as well as the budget, stating that the budget is being kept flat or down from prior year. Also, he will be having one on one meetings to discuss the budget in detail. The beach renourishment as per the Army Corp of Engineers will be in the design phase in two to three weeks. Lisa Armbruster is working on the strategic placement

of 1.4 million cubic yards of sand. The BOCC board action from last month regarding the beach renourishment for Mexico Beach has been sent to the DEP and committees will begin in September.

X. CHAIRMAN'S REPORT
None.

XI. AUDIENCE PARTICIPATION

None.

XII. ADJOURNMENT

Respectfully submitted,

Charlene Honnen, Recording Secretary



APTIM
2481 NW Boca Raton Blvd.
Boca Raton, FL 33431
Tel: +1-561-391-8102
Fax: +1 561-391-9116

Dan Rowe
Bay County TDC
17001 Panama City Beach Pkwy.
Panama City Beach, FL 32413

8/9/2019
Invoice # 457966-RI-00636

Billing Period: through 7/31/19
Consultant's Project # 1570003532

Professional Engineering Services Invoice For:

Phase 2 Geophysical and Geotechnical Sand Search for Mexico Beach, Florida
Task Order # 16

TASK	APPROVED CONTRACT AMOUNT	PERCENT COMPLETE	TOTAL
Phase 2 Sand Search & Numerical Modeling	\$439,110.00	68%	\$298,594.80
Sub-Total:	\$439,110.00		\$298,594.80
		LESS PREVIOUS INVOICE:	263,466.00
		TOTAL CURRENT AMOUNT DUE THIS INVOICE.....	<u>\$35,128.80</u>

Please remit to:

P.O. Box 847958
Boston, MA 02284-7958

0291-5303104



APTIM
2481 NW Boca Raton Blvd.
Boca Raton, FL 33431
Tel: +1-561-391-8102
Fax: +1 561-391-9116

Dan Rowe
Bay County TDC
17001 Panama City Beach Pkwy.
Panama City Beach, FL 32413

8/9/2019
Invoice # 457965-RI-00636

Billing Period: through 7/31/19
Consultant's Project # 1123003532

Professional Engineering Services Invoice For:

Post-Hurricane Michael Coastal Aerials & Coastal Engineering for Panama City Beaches, FL
Task Order # 14

TASK	APPROVED CONTRACT AMOUNT	PERCENT COMPLETE	TOTAL
Task 1: Coastal Aerials	\$7,920.00	100%	\$7,920.00
Task 2: Post- Storm Engineering Assessment	\$33,103.00	100%	\$33,103.00
Sub-Total:	\$41,023.00		\$41,023.00
		LESS PREVIOUS INVOICE:	\$37,712.70
		TOTAL CURRENT AMOUNT DUE THIS INVOICE.....	<u>\$3,310.30</u>

Please remit to:

P.O. Box 847958
Boston, MA 02284-7958

DR
0891-5303104



Anchor Consulting Engineering and Inspection, Inc.
 450 Magnolia Avenue
 Panama City, FL 32401

Invoice

Date	Invoice #
9/4/2019	287

Bill To
PCB Convention and Visitors Bureau 17001 Panama City Beach Parkway Panama City Beach, FL 32413

P.O. No.	Terms
TO 07 - 17	Due on receipt

Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task Order No. 8 - Construction Inspection and Administration Services - August						
Construction Engineering and Inspection	33,360.00			100.00%	100.00%	33,360.00
G.S. Preble - Structural Design of Game Changer Press Box	7,500.00			100.00%	100.00%	7,500.00
Southeastern Surveying - Field 1 and Lighting Layout	4,949.50			100.00%	100.00%	4,949.50
				Total		\$45,809.50
				Balance Due		\$45,809.50



Serving the Southeast Since 1972

Southeastern Surveying and Mapping Corporation

Orlando Corporate Office: 6500 All American Boulevard, Orlando, FL 32810 • (407) 292-8580
Chipley Office: 1130 Highway 90, Chipley, FL 32428 • (850) 638-0790
Jacksonville Office: Lakeside Executive Center, 8641 Baypine Road, Suite #5, Jacksonville, FL 32256 • (904) 737-5990
Kissimmee Office: 10 East Lake Street, Kissimmee, FL 34744 • (407) 944-4880
Tampa Office: University Corporate Park, 10770 North 46th Street, Suite C300, Tampa, FL 33617 • (813) 898-2711
Tavares Office: 119 West Main Street, Tavares, FL 32778 • (352) 343-4880
Alabama Office: 410 Honeysuckle Rd., Dothan, AL 36305 • (334) 648-0288
www.southeasternsurveying.com info@southeasternsurveying.com

INVOICE

Land Surveying & Mapping Services - Sub-Surface Utility Designation & Location Services - GPS Asset Inventories - Geographic Information Services

Bill To:

Ms. Elizabeth Moore
Anchor CEI, Inc.
450 Magnolia Ave
Panama City, FL 32401

Invoice #: S1265851
Invoice Date: 8/7/2019
Delinquent After: 9/6/2019
Invoice Total: **\$4949.50**
Client #: C11304
Job #: J062454
WO #: W103371

PLEASE INCLUDE INVOICE NUMBER S1265851 AND REMIT TO ORLANDO

Ordered By: Elizabeth Moore **Phone:** 850-215-1285

Project Name: BAY-PCB Sports Complex
Project Description: A part of Sections 8 & 17, Township 3 South, Range 16 West, Bay County, FL.
Address: 16200 Panama City Beach Parkway, Panama City Beach, FL
Desc. of Services: Layout for Field one as directed by the astro turf crew. Stake all of the lighting poles for the entire sports complex.

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
CADD Technician	5	EA	\$ 92.00	\$ 460.00
Survey Technician	5	EA	\$ 103.00	\$ 515.00
2 Man Crew	26	EA	\$ 139.00	\$ 3,614.00
1 Man Crew	3.5	EA	\$ 103.00	\$ 360.50
			Total:	\$ 4,949.50

Note: SSMC's Invoicing period is 4/4/19 through 6/18/19

INVOICE

Invoice Number: 081.005-1

8/1/19

From:

***G. S. Preble Engineering, Inc.
2822 Remington Green Circle
Suite 201
Tallahassee, Fl 32308***

To:

***Ms. Elizabeth Moore PE
Anchor CEI***

Reference Project # 081.005 Game Changer Ball Field Press Box

SERVICE	BUDGET	COMPLETED TO DATE	PREVIOUSLY BILLED	DUE THIS INVOICE
<i>Structural Design</i>	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
<i>Construction Plans & Specifications</i>	\$4,000.00	\$3,500.00	\$0.00	\$3,500.00
<i>Total</i>	\$8,000.00	\$7,500.00	\$0.00	\$7,500.00

***Please make checks payable to G. S. Preble Engineering, Inc. and mail to the address listed above.
Please reference the invoice number on your check.***

Thank you for your business!!!!!!!!!!!!



**Mexico Beach Community Development Council
Program of Work- FY 2020**



Overview

The Mexico Beach Community Development Council, a 501(c-6) nonprofit corporation is the official marketing organization for the Mexico Beach destination and is an extension of the Bay County Tourist Development Council.

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

Introduction

The CDC has strived to promote and market Mexico Beach as a vacation destination to all for more than 20+ years. Recognizing the white sandy beaches and pristine waters has provided one of the many driving factors of the marketing focus and efforts as set by the Program of Work.

While this coming year will have some additional strategies placed upon the CDC due to Hurricane Michael that impacted Mexico Beach on October 10, 2018, the CDC will continue to strive to strengthen the visitor's experience and enhance visitation to Mexico Beach. The effort to be placed in the following areas Marketing, Visitor Services, Special Event Support, and Beach Support. The components and are outlined below.



Marketing Outline

Marketing Mexico Beach as an unconventional beach destination that provides unique adventures tailored towards a more laidback atmosphere for visitors and residents year-round has been the focus and direction of the brand. The CDC will continue this concept through comprehensive marketing, communications, promotions and visitor information services. During FY 2020 the CDC will reinforce key tools and strategies that will allow the CDC to enhance the Mexico Beach branding and direct tourism visitation to Mexico Beach.

During the FY19 year, the CDC conducted a Request for Qualifications (RFQ) for marketing agency. From this RFQ, the Board of Directors has selected a new agency of record to represent the CDC in its marketing performance for the next two years. Due to Hurricane Michael, the Board of Directors mutually agreed with Paradise Marketing Agency to relinquish the marketing contract on October 26, 2018. As of this time the CDC is working under the umbrella of Bay County TDC's marketing firms.

Traditional Media

- Any television and print advertisement conducted will highlight Mexico Beach's unforgettable experiences and direct views to continue to learn more about Mexico Beach by directing them to our website.

Social Media

- Mexico Beach CDC's website continues to be the end point for all media driven marketing. This point of connection allows the visitor to learn and view all that Mexico Beach has to offer. In the coming year the CDC will conduct a website overhaul where we will update all the imagery and content so that it is relevant to the view as well as enhance our hosting platform.
- With the revolving changes on all social media platforms, by reaching targeted demographics, the CDC will explore continued ways to engage followers on all our social media platforms to promote and market Mexico Beach.
- Maintain and enrich the "The Unforgettable Coast" advertising brand and campaigns on all social media platforms is necessary as this branding campaign has allowed the CDC to reach additional audiences and demographic markets.

Interactive Marketing

- Search engine optimization, marketing of MexicoBeach.com and the deployment of our monthly e-newsletters to our growing database are a continued area of strength that we will utilize and enhance in the coming year.



Operations and Visitor Services Overview

The Mexico Beach Welcome Center, located at 102 Canal Parkway will serve as the official Welcome Center for Mexico Beach as well as the CDC location. The Board of Directors takes its responsibilities for managing and expending the tourist development tax funds very seriously. Formal policies and procedures are implemented to ensure check and balance procedures are in place for proper management. Administrative staff will work within outlined objectives and personal procedures. The Board of Directors will maintain adequate personnel policies and procedures with which to govern and direct staff of their job duties and responsibilities.

Welcome Center Staff Objectives

- Maintain the standards of excellence deemed by the Board of Directors for professionalism in the work area.
- Assist any and all visitors with needs, questions, recommendations on Mexico Beach and the surrounding area.
- Serve as brand representatives when out in the community during office hours as well as any office event after hours.
- Engage in conversation with visitors who enter the welcome center and present accurate and informative information on the area as well as the industries within Mexico Beach.



Administrative Objectives

- The CDC President will coordinate with the Board of Directors on current activities, ongoing operations, upcoming projects and the financial state of the CDC. This information will allow the Board of Directors to ensure accountability of the CDC operations and finances.
- The Board of Directors will conduct meetings as outlined in the Practices and Procedures Manual.
- The CDC President will oversee all welcome center staff and provide guidance on day to day operations and expectations.
- The CDC President shall work with third-party entities, including marketing firms, PR firms, public accountant, attorney and auditor as needed.
- The Board of Directors will manage the administrative practices to adhere to local, county and state statues, laws, ordinances and practices.
- The CDC will maintain the retention of an experienced and knowledgeable attorney in both business and government law that shall serve as the corporation's legal advisor.
- The CDC will maintain the retention of a Certified Public Accountant (CPA) and shall provide accurate and current financial records so proper filings and reconciled reports can be generated, filed and submitted.
- The CDC will annually submit the corporation's financial books and records to an independent CPA, solely appointed by the Board of County Commissioners for an audit of the CDC's finances. Conclusion of audit will be distributed to the Board of Directors, TDC and County Commissioners.



Special Events Overview

Special events drives visitor traffic and area exposure to Mexico Beach throughout the year. Outside of peak spring and summer seasons, a strong focus is placed on events to create a drive to Mexico Beach during those off-shoulder times. The CDC is vested in signature events that are conducted during non-peak times. These events are held during times when visitation and overnight lodging is minimal. The focus behind these events is to garnish additional overnight lodging when seasonal rates are comparable and modest for those seeking beach events and getaways.

Event Sponsorships and Support

- The CDC Board of Directors will vote to award sponsorship requests to area organizations seeking financial support. All those seeking support will be required to complete an official sponsorship packet prior to the event.
- The CDC will continue the management and hosting of its signature events as funds permit.
- The CDC will offer in-kind promotional support of events in and around Mexico Beach that is directed towards visitation and overnight lodging in Mexico Beach. Such promotional support shall include, but not limited to, event listed on the CDC's calendar of events, e-newsletter, social media posts and blog posts.

Mexico Beach CDC Signature Events

- Winter Guest Trips (December-February)
- Winter Guest Appreciation Luncheon (March)
- Photo Contest (April)
- Vow Renewal Ceremony (April)
- Music in the Park (September)
- Turkey Trot (November)
- Christmas Tree Lighting Celebration (December)
- New Year's Eve Celebrate Twice (December)



Beach Support Overview

The CDC understands and realizes the value and importance of both the beaches and waterways in Mexico Beach. The preservation and enhancement of the shoreline are key when promoting and marketing Mexico Beach. The continued support the CDC has shown for the upkeep, maintenance and preservation for areas including the beaches, canal, and parks are an important part in enhancing the visitor's experience in Mexico Beach.

Canal Aid

- The CDC will aid to either the City of Mexico Beach or an approved third party entity by providing financial assistance to the ongoing services and upkeep of the canal as the CDC is financially able and as outlined by Chapter 125.0104 Florida Statutes for Tourist Development Tax.

Beach Aid and Nourishment

- The CDC will aid to either the City of Mexico Beach or an approved third party entity by providing financial assistance to both the ongoing services and cleaning of the beaches as the CDC is financially able and as outlined by Chapter 125.0104 Florida Statutes for Tourist Development Tax.
- Mexico Beach Inlet Sand Bypassing Project will continue to receive support from the CDC as financially able and as outlined by Chapter 125.0104 Florida Statutes for Tourist Development Tax. The CDC will stay actively involved in this project with the City and its contractors that are overseeing the project.
- The CDC will contract with Sustainable Beaches, LLC to monitor the shoreline and secure steps to maintain, preserve and grow it as the need presents itself.

Mexico Beach Community Development Council, Inc.
FY 2020 Budget



Operating Revenues		Income
4000	BOCC Contract/Fund 126	\$137,750.00
4002	Contract Funds Previous Year	\$120,000.00
4010	Miscellaneous/Promo Items	\$200.00
4020	Event Sponsored Income	\$0.00
4030	Calendar Income	\$0.00
4035	Interest Income	\$200.00
	Total Income	\$258,150.00
Operating Expenses		
Administrative		Budget
6019	Uniforms	\$0.00
6025	Director Cell Phone	\$1,500.00
6030	Director & Officer Insurance	\$1,562.00
6035	Office Supplies	\$2,000.00
6040	Office Equipment	\$1,000.00
6045	Bed Tax Meeting	\$22.00
6050	Dues & Subscriptions	\$9,500.00
6055	Shipping & Postage	\$2,000.00
Advertising		
7020	Event Sponsorships	\$11,000.00
7025	Events by CDC	\$6,000.00
7030	Media Advertising	\$100,000.00
7031	Advertising Resources	\$0.00
Beach Project		
7080	Canal Dredging Assistance	\$10,000.00
7085	Beach Cleaning Assistance	\$10,000.00
7090	Tourist Related Park Operations	\$200.00
7095	Other Beach Maintenance Project	\$5,000.00
Personnel		
6001	Employee Salaries	\$58,000.00
6007	Employee Insurance	\$13,000.00
6015	Payroll Taxes	\$4,200.00
Professional		
7005	Accounting Services	\$4,800.00
7010	Audit Services	\$5,750.00
7016	Legal Services	\$600.00

Mexico Beach Community Development Council, Inc.
 FY 2020 Budget



Travel & Convention		
7070	Travel Lodging	\$800.00
7071	Mileage	\$250.00
7075	Tradeshows/Conventions	\$800.00
Welcome Center		
6060	Telephone/Internet	\$3,000.00
6065	Electricity	\$1,500.00
6070	Water Service (Culligan)	\$216.00
6090	Tourist Development Office Rent	\$3,000.00
6095	Insurance-Welcome Center	\$1,150.00
7000	Capital Improvements	\$1,000.00
8050	Miscellaneous Expenses	\$300.00
Total Expenditures		\$258,150.00

Grant		
BP Promotional Funds		Income
5010	Grant Phase VI	\$98,868.00
Total Income		\$98,868.00
BP Promotional Expenses		Budget
7035	Newsletter	\$30,000.00
7045	Visitor's Guide	\$15,000.00
7050	Calendar	\$2,500.00
7067	Website Development & Hosting	\$51,368.00
Total Expenditures		\$98,868.00

Destination Panama City

Panama City Community Development Council

FY2020 Program of Work

Introduction

Created in 2015, Destination Panama City (PCCDC) is the official destination marketing organization for the City of Panama City. Programming for traditional marketing was successfully completed during fiscal years 2016-2018. In the first month of FY19, Hurricane Michael devastated the destination and many nearby communities. On October 10, 2018, 67% of the room inventory was immediately lost, performing arts venues like the Marina Civic Center and Martin Theatre were heavily damaged and will likely remain closed during the FY20 fiscal year. Due to the disaster, Destination Panama City had to quickly step up to help fill the Emergency Support Function 18 (Business Communication) with the county-wide Emergency Operations Center. In response, the DPC team immediately revised the DestinationPanamaCity.com to act as a resource for not only the public, but also local businesses to announce they had reopened. Given the magnitude of the event on revenue and attractions, the FY20 Program of Work will be uniquely “place making” oriented. Following are a brief description of the Program of Work Components:

- **Marketing / Media Plan – A comprehensive strategic marketing plan complete with proposed media buy to solidify a strong brand identity, place making to strengthen the connection between people and the places they share, increased local collaborations to support the evolution of the city as it rebuilds, and to increase year round tourism for Destination Panama City setting the stage for long-term growth.**
- **Visitor Information Services** – Operate and maintain an attractive Visitors Information Center. Aid guests with inquiries and provide both current and historical information about the destination. Move forward in the pursuit of building a new mixed-use Visitors Center that will serve as a point of pride for the city.
- **Special Events Grant Sponsorship Program** – Provide interagency liaison assistance, event management guidance, review and monitor event planning, scheduling, and advertising activities, and ensuring proposed events meet the brand standards desired by the destination. Determining and recommending financial assistance for targeted market advertisement for the purposes of enhancing the guest experience and attracting new guests.

Marketing / Media Plan

A comprehensive and complimentary marketing, public relations, event promotion, hospitality partner education, and visitor’s information services program has been established to attract a targeted demographic of visitors to the City of Panama City. In FY20, Destination Panama City will be engaging a new marketing agency of record. The future agency will assist in the

creation of ongoing campaigns to highlight:

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

To fulfill these goals, Destination Panama City will use a variety of mediums. With 50% reduction in budget (cause Hurricane Michael), traditional marketing focuses will be digital and social media driven with a mix of CTAs (calls to action) directing towards increased social following, engagement and unique new and returning website traffic.

The Destination Panama City Visitor's Guide will be a major project for the upcoming year. With much of the content needing to be revised due to the hurricane, a new look and feel to the guide will help showcase an emerging Panama City. In addition to the continuation of the Panama City Oyster Trail brochure, new brochures highlighting Parks, Paths, and Boat Launches will be produced.

Print media received as added value for digital media buys will be utilized for the promotion of Panama City as a stop on the US Civil Rights Trail and for the revisiting of creative content developed during the Postcards from Panama City campaign that spoke to our journey on the greatest recovery story ever told.

Online marketing through social media channels will be utilized to develop and build a strong strategic program that facilitates a "social persona" based on Panama City's brand identify while ensuring a consistency in style and tone of voice. Actively following and engaging community influencers will aide in energizing engagement through meaningful, purpose driven content. The creation of compelling digital campaigns will propel destination awareness through creative messaging and constant monitoring of post analytics. In-house staff management allows a local, personal voice of the community, and more expedient responses thereby improving our social media engagement.

The Destination Panama City staff will continue to work collaboratively with the new marketing agency of record to create campaigns that showcase the best the city has to offer. The staff will also continue to work closely with the Northwest Florida Beaches International Airport by ensuring that "desk sides" to new direct flight cities are scheduled to increase DPC visibility in these emerging markets.

Visitor Information Services

After being displaced by Hurricane Michael, Destination Panama City staff worked in a construction trailer for seven months. In May 2019, Destination Panama City Visitors Center reopened its doors at the historic Sherman Arcade building in downtown Panama City. Due to reduced staff, the Visitors Center is open Monday through Friday, 9:00 a.m. – 5:00 p.m. and for special events in the evenings and weekends as required.

The Visitors Center is staffed with paid employees, community volunteers, summer college interns (majoring in Marketing, Public Relations, Communications, or Journalism), and a Hurricane Michael displaced grant worker. Staff is trained to provide information and recommendations to visitors regarding local and regional attractions, shopping, and culinary experiences. Staff routinely ensures public areas are clean and accessible, that brochures, rack cards, menus, special event schedules, and area business information is available and current.

The hurricane presented an opportunity to build a new multi-purpose Visitors Center that can be a point of pride for the community. It will be able to fulfill all the essential Visitors Center services as well as provide a meeting space and event venue for activities on St. Andrews Bay. The proposed location, commonly referred to as the Panama City kayak launch, is owned by the City of Panama City. The City Commission has graciously agreed to entertain a long-term lease, and funding for the facility will be sought through grant and partnership with funds raised post hurricane by our partnering county destination marketing organization, Visit Panama City Beach.

Special Events Grant Sponsorship Program

Area special events aide to increase guest interest and traffic to the destination. A Special Events Grant Sponsorship Program has been developed with the grant application available online at www.DestinationPanamaCity.com for community partners and event management organizers to easily download and submit.

With a focus on place making, the continued support of traditional signature events and newly developed events is paramount. With decreased funding levels, Destination Panama City staff will work with event organizers to promote as many local events as possible. This is especially important because of the loss of the performing arts venues. Locals and loyalists will be seeking activities that bring them to our public spaces and private venues. Event grant programming is essential to the spirit of the community and to showcase a vibrant vitality that is necessary in thriving neighborhoods. Grant funding levels per event may be reduced to invest in broader variety of events and activities.

A tentative list of supported public events includes, but is not limited to:

- Krewe of St. Andrews Mardi Gras Parade
- Sailing / Regatta Races
- Panama City Songwriters Festival
- July 4th – Salute to Freedom
- Sunshine State Athletic Council North West Florida Championship

Quantitative & Qualitative Organizational Goals for FY 20

The comparison of prior year and current year revenue and average daily rates, will be significantly skewed because of the ramifications of Hurricane Michael. However, the evaluation of digital analytics for website, social media, visitor inquiries, subscriber database, and lead fulfillment will continue to be tracked and reported for use in decision making and future strategic and financial planning.

Additionally, visitor decision tracking analytics will be utilized to further understand the visitor profile, assess the visitor behavior in vacation planning, and to learn where the best points of influence exist for media placement.

As the Northwest Florida Beaches International Airport continues positive passenger trend and increased direct flight alternatives, we will enhance our recruitment efforts through strategic desk sides and targeted social media messaging. The southeast drive market remains the strongest originator of visitors to the area, especially for spontaneous travel.

The following cities are currently identified as year round or seasonal direct flight markets:

- | | |
|---------------------------------|-----------------------------|
| • Baltimore, MD / Washington DC | • Austin, TX |
| • Atlanta, GA | • Houston, TX |
| • Dallas / Ft Worth, TX | • Nashville / Knoxville, TN |
| • St. Louis, MO | • Chicago, IL |
| • Charlotte, NC | • Denver, CO |
| • Kansas City, MO | |

The following states are identified as major originators in the southeast drive market:

- Georgia
- Alabama
- Mississippi
- North Carolina
- South Carolina
- Tennessee
- Kentucky

The target audiences for visitor recruitment are:

- Cultural visitors
- Arts & entertainment enthusiasts
- Water sport recreationalists (including boating, fishing, kayaking, and paddle boarding)
- Youth, collegiate, and adult sport tournaments
- Small groups for tour operators & family / military reunions, weddings, and educational seminars / sessions / conferences.

CORE MESSAGING

Destination Panama City is defined with messaging that communicates the destination’s core assets as identified in the brand promise and conveyed in the themeline and brand logo. The focus remains highlighting the underutilized and often overlooked assets identified in the tourism report adopted by the DPC Board in 2015. The core messaging will continue to embrace the uniqueness of the community, the historic significance, the idealic venues filled with eclectic sounds from local musicians, inspired visual and performing arts, and culinary creations worthy of international recognition. We will continue to target the experiential traveler and those seeking stories found only off the beaten path. We will also leverage the proximity to neighboring communities complimented by the affordability of Panama City. In alignment with the #PCOysterTrail we will encourage people to find their pearl in Panama City because it is “where life sets sail”.

Brand Promise

Only in Panama City can one experience waterfront access to historic St. Andrews Bay, year round recreational activities and a diverse selection of unique and cultural amenities house within a community that intelligently blends innovation and creativity.

Administrative Overview – Quarterly PCCDC Board meetings are scheduled with occasional special meetings called for time sensitive issues. The President & CEO provides a status report on current activities, collections, special events, and financial position. The Quarterly Board Meetings are generally scheduled for the fourth Tuesday of the quarter; special meetings are called when necessary. All meetings are compliant with Sunshine Law meeting notice requirements.

Corporation Objectives – PCCDC manages the activities of the organization in compliance with local, state, and federal laws, ordinances and practices. The PCCDC retains the City of Panama City – City Clerk for services of accounting, financial reconciliation, pre-audit and payroll. The PCCDC also retains a third party Certified Public Accountant to complete a post fiscal year audit

of financial activity. The end of year audit report is delivered to the PCCDC Board of Directors, the Bay County Tourist Development Council, the Bay County Board of County Commissioners and the Bay County Clerk of Court.

The PCCDC retains, Attorney Mike Burke, of Burke & Blue as the PCCDC Board Attorney as legal advisor.



Budget Expenditures

ACCOUNT	Actual FY17	Actual FY18	Proposed FY19	FY19 YTD	Proposed FY20	% Change
51200 - Regular Salaries	172,814.92	184,389.26	227,000.00	136,383.67	171,037.81	-7%
513000 -Other Salaries & Wages	15,334.00	628.05	0.00	0.00	0.00	-100%
51400 - Overtime	735.00	601.30	2,000.00	0.00	0.00	-100%
51500 - Special Pay	11,000.00	9,835.00	6,000.00	13,079.93	6,000.00	-39%
52100 - FICA	14,730.99	14,905.50	17,510.00	11,429.25	13,189.32	-12%
52200 - Retirement Contributions	10,480.98	15,703.14	22,708.00	11,392.49	16,403.78	4%
52207 - Health Insurance	25,892.62	29,093.47	44,000.00	14,710.00	22,000.00	-24%
52208 - Dental Insurance	1,084.70	952.58	1,500.00	467.60	750.00	-21%
52300 - Life Insurance	550.58	550.88	1,000.00	473.75	500.00	-9%
52400 - Workers Comp	1,259.00	53.00	2,500.00	5,680.00	1,250.00	2258%
52500 - Unemployment Insurance	1,252.66	652.59	2,000.00	39.61	2,000.00	206%
53100 - Professional Services	10,674.45	1,900.00	20,000.00	0.00	20,000.00	953%
53200 - Accounting & Auditing	5,220.00	10,258.00	23,500.00	613.45	23,500.00	129%
53400 - Other Contractual	32,485.88	36,265.83	10,000.00	5,435.91	6,000.00	-83%
53401 - Other Contractual Promotion		101,600.00	171,400.00	45,727.61	102,500.00	1%
54000 - Travel Per Diem Staff	14,799.72	18,919.21	23,000.00	16,801.79	25,000.00	32%
54001 - Travel Per Diem Non-Staff	4,724.80	5,769.77	8,000.00	400.96	5,000.00	-13%
54100 - Communications	6,956.02	8,762.20	8,000.00	3,064.49	7,500.00	-14%
54200 - Postage & Freight	11,343.48	16,178.34	22,000.00	21,887.89	25,000.00	55%
54300 - Utility	5,515.75	6,311.31	6,500.00	1,955.36	5,000.00	-21%
54400 - Rentals & Leases	33,478.32	33,264.49	41,000.00	27,207.64	25,000.00	-25%
54500 - Insurance	7,791.27	9,536.14	8,500.00	7,284.65	10,000.00	5%
54600 - Repair & Maintenance	4,886.62	7,673.82	5,000.00	370,339.29	6,000.00	-22%
54700 - Printing & Binding	43,330.98	43,783.18	75,000.00	7,258.65	30,000.00	-31%
54800 - Promotional Activities	1,567,099.15	756,226.13	750,000.00	261,855.34	300,000.00	-60%
54900 - Other Current Charges	2,312.35	21,742.72	15,000.00	4,158.31	20,000.00	-8%
55100 - Office Supplies	268.17	748.10	2,500.00	63.08	1,000.00	34%
55200 - Operating Supplies	8,593.07	10,770.87	15,000.00	4,177.23	12,000.00	11%
55400 - Books, Pubs, Memberships	16,317.31	22,466.95	35,000.00	18,173.65	30,000.00	34%
55500 - Training	245.00	2,303.50	7,000.00	0.00	6,000.00	160%
55900 - Depreciation	532.50	532.50	0.00	0.00	0.00	0%
56200 - Buildings & Land	0.00	0.00	413,301.00	0.00	0.00	0%
56400 - Machinery & Equipment	0.00	0.00	3,000.00	0.00	3,000.00	0%
55700 - Operational Reserve for Contingei	0.00	0.00	82,682.00	0.00	3,869.09	0%
Total Expenses	2,031,710.29	1,372,377.83	2,071,601.00	990,061.60	899,500.00	
			VISIT FLORIDA GRANT	250,000.00		
			Insurance Building	363,561.12		
			Insurance Contents	20,000.00		
			Actual Expenditures	356,500.48		
			Actual TDT Collections YTD	677,249.16		

BUDGET REVENUE	FY17	FY18	FY19	FY20
Tourism Revenue	1,255,000.00	1,407,000.00	1,482,000.00	799,500.00
Penalties			3,000.00	
Interest			10,600.00	
Cash Carry Forward	800,000.00	190,000.00	663,300.00	100,000.00
Anticipated Revenue	2,055,000.00	1,597,000.00	2,158,900.00	873,600.00
Less Co - Attorney			5,087.00	6,753.00
Less Co - Admin			37,752.00	22,800.00
Less Clerk Finance			44,460.00	44,547.00
			2,071,601.00	799,500.00

Notes of significant change:

- 53400 - Reductions in janitorial and landscaping for Visitors
 - 54400 - Reduced rent in Sherman Arcade Visitors Center
 - 52400 - Workers Comp Renewal invoice fell outside of FY18
 - 53100 - With Hurricane little need for professional services - atty
 - 53200 - Increased due to formalization of the contract with City of Panama City for Accounting, IT and HR services.
 - 55500 - Conferences for professional development have been listed under Memberships, efforts to properly categorize activities is ongoing.
- ALL NOTES OF SIGNIFICANT CHANGE ARE COMPARED TO FY18 ACTUAL BECAUSE OF THE IRREGULARITIES OF FY19 WITH HURRICANE MICHAEL**

**TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 128 (5th CENT)
PANAMA CITY BEACH, FLORIDA
FINANCIAL STATEMENTS
FOR THE MONTH AND TEN MONTHS ENDED
JULY 31, 2019**



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Tourist Development Council
Panama City Beach, Florida

Management is responsible for the accompanying financial statements of Fund 128 (5th cent) of Bay County, Florida, which comprise the statement of financial position – modified cash basis as of July 31, 2019, and the related statements of activities – modified cash basis for the month and ten months then ended in accordance with the modified cash basis of accounting, and for determining the modified cash basis of accounting is an acceptable financial reporting framework. 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. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The accompanying budget information of Fund 128 (5th cent) of Bay County, Florida for the year ending September 30, 2019, 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.

Management has elected to omit substantially all the disclosures ordinarily included in the financial statements prepared in accordance with the cash basis accounting 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 the omitted summaries were included in the budgeted information, they might influence the user's conclusions about the Company'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.

The financial statements present only Fund 128 (5th cent) of Bay County, Florida and do not purport to, and do not, present fairly the financial position of Bay County, Florida, as of July 31, 2019, and the changes in its' financial position for the month and ten months then ended in conformity with generally accepted accounting principles.

Tipton, Marler, Garner & Chastain

Panama City, Florida
August 27, 2019

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**TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 128 (5th CENT)
STATEMENT OF FINANCIAL POSITION - MODIFIED CASH BASIS
JULY 31, 2019**

ASSETS

Current Assets

Cash in Pool	\$ 2,560,248.29
Cash - Sports Park Construction	3,141,152.16
Restricted - 18 TDT Sinking Fund	778,083.88
Restricted - 18 TDT Reserve	3,254,887.25
Advance to Sports Park	491,995.00
Accounts Receivable	7,765.90

Total Current Assets	\$ 10,234,132.48
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Fixed Assets

CIP - Sports Park	\$ 9,554,913.46
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Total Fixed Assets	9,554,913.46
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TOTAL ASSETS	\$ 19,789,045.94
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LIABILITIES & ASSETS

Liabilities

Accounts Payable - Other	\$ 419,960.59
Accrued Interest Payable - Bond	752,805.90
Bonds Payable - Current TDT	1,710,000.00
Bonds Payable - LT TDT	33,435,000.00

Total Accounts Payable	36,317,766.49
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Total Liabilities	\$ 36,317,766.49
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Net Assets

Fund Balance	\$ 1,640,739.93
Reserved Fund Balance - Bond Debt Service	4,792,401.90
Current Year Net Income (Loss)	(22,961,862.38)

Total Net Assets	(16,528,720.55)
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TOTAL LIABILITIES & NET ASSETS	\$ 19,789,045.94
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**TOURIST DEVELOPEMENT COUNCIL
BAY COUNTY FUND 128 (5th CENT)
STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019**

	<u>July</u>	<u>YTD</u>
Revenue		
Sales & Use Tax - Tourism	\$ 866,653.29	\$ 3,313,337.92
Contributions - Private	0.00	628,050.34
Contributions - Other Govnt Units	0.00	1,019,826.87
Rent Income	99.00	99.00
Penalties	6,950.15	20,186.96
Interest - Pool	74,200.80	536,507.60
Interest - Sales & Use Tax	433.42	1,129.99
Unrealized Gain/Loss on Investment	0.00	18,800.54
Total Revenue	<u>\$ 948,336.66</u>	<u>\$ 5,537,939.22</u>
Expense		
Professional Services - Co Attorney	\$ -	\$ 7,458.00
Contracted Services - Clerk Finance	13,719.90	84,864.98
Contracted Services - Admin Fees	0.00	17,652.00
Contracted Services - PCBCVB	1,004,705.58	1,780,441.55
CIP - Sports Park	5,808,519.52	23,428,621.17
Principal - Revenue Bonds	0.00	1,710,000.00
Interest - Revenue Bonds	0.00	1,469,763.90
Arbitrage Rebate Expense	0.00	1,000.00
Total Expense	<u>\$ 6,826,945.00</u>	<u>\$ 28,499,801.60</u>
Net Income (Loss)	<u>\$ (5,878,608.34)</u>	<u>\$ (22,961,862.38)</u>

**TOURIST DEVELOPEMENT COUNCIL
BAY COUNTY FUND 128 (5th CENT)
STATEMENT OF ACTIVITIES - BUDGET COMPARISON
MODIFIED CASH BASIS
FOR THE TEN MONTHS ENDED JULY 31, 2019**

	YTD	ANNUAL BUDGET	AVAILABLE BALANCE
Revenue			
Sales & Use Tax - Tourism	\$ 3,313,337.92	\$ 4,702,500.00	\$ 1,389,162.08
Contributions - Private	628,050.34	0.00	(628,050.34)
Contributions - Other Govnt Units	1,019,826.87	0.00	(1,019,826.87)
Penalties	20,186.96	18,000.00	(2,186.96)
Rent Income	99.00	0.00	(99.00)
Interest - Pool	536,507.60	50,000.00	(486,507.60)
Interest - Sales & Use Tax	1,129.99	4,500.00	3,370.01
Unrealized Gain/Loss on Investment	18,800.54	0.00	(18,800.54)
Balance FWD- Cash Forward	0.00	30,362,600.00	30,362,600.00
Total Revenue	\$ 5,537,939.22	\$ 35,137,600.00	\$ 29,599,660.78
Expense			
Professional Services - Co Attorney	\$ 7,458.00	\$ 14,916.00	\$ 7,458.00
Contracted Services - Clerk Finance	84,864.98	141,075.00	56,210.02
Contracted Services - Admin Fees	17,652.00	35,302.00	17,650.00
Contracted Services - PCBCVB	1,780,441.55	4,047,208.00	2,266,766.45
CIP - Sports Park	23,428,621.17	25,000,000.00	1,571,378.83
Principal - Revenue Bonds	1,710,000.00	1,710,000.00	0.00
Interest - Revenue Bonds	1,469,763.90	1,469,764.00	0.10
Arbitrage Rebate Expense	1,000.00	0.00	(1,000.00)
Transfers	0.00	219,335.00	219,335.00
Reserve for Contingencies	0.00	2,500,000.00	2,500,000.00
Total Expense	\$ 28,499,801.60	\$ 35,137,600.00	\$ 6,637,798.40
Net Income (Loss)	\$ (22,961,862.38)	0.00	\$ 22,961,862.38

**TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 127 (3rd CENT)
PANAMA CITY BEACH, FLORIDA
FINANCIAL STATEMENTS
FOR THE MONTH AND TEN MONTHS ENDED
JULY 31, 2019**



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Tourist Development Council
Panama City Beach, Florida

Management is responsible for the accompanying financial statements of Fund 127 (3rd cent) of Bay County, Florida, which comprise the statement of financial position as of July 31, 2019, and the related statements of activities for the month and ten 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 Fund 127 (3rd cent) of Bay County, Florida for the year ending September 30, 2019, 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.

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 Company'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.

The financial statements present only Fund 127 (3rd cent) of Bay County, Florida and do not purport to, and do not, present fairly the financial position of Bay County, Florida, as of July 31, 2019, and the changes in its' financial position for the month and ten months then ended in conformity with generally accepted accounting principles.

Tipton, Marler, Garner & Chastain

Panama City, Florida
August 27, 2019

**TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 127 (3RD CENT)
STATEMENT OF FINANCIAL POSITION
JULY 31, 2019**

ASSETS

Current Assets

Cash in Pool	\$ 33,818,688.69
Due From Other Govn't Units	0.00
Accounts Receivable	7,765.90
Total Current Assets	\$ 33,826,454.59

Fixed Assets

Equipment	\$ 3,634.65
Accumulated Depreciation - Equipment	(3,634.65)
Infrastructure	42,192,890.74
Accumulated Depreciation - Infrastructure	(7,492,710.28)

Total Fixed Assets	34,700,180.46
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TOTAL ASSETS	\$ 68,526,635.05
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LIABILITIES & ASSETS

Liabilities

Accounts Payable	0.00
Total Accounts Payable	0.00

Total Liabilities	0.00
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Net Assets

Fund Balance	\$ 65,320,948.34
Current Year Net Income (Loss)	3,205,686.71

Total Net Assets	68,526,635.05
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TOTAL LIABILITIES & NET ASSETS	\$ 68,526,635.05
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**TOURIST DEVELOPEMENT COUNCIL
BAY COUNTY FUND 127 (3RD CENT)
STATEMENT OF ACTIVITIES
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019**

	July	YTD
Revenue		
Sales & Use Tax - Tourism	\$ 866,653.33	\$ 3,313,457.85
Penalties	6,950.14	20,303.37
Interest - Pool	66,643.60	558,104.72
Interest - Sales & Use Tax	433.40	1,238.83
Unrealized Gain/Loss on Investment	0.00	46,302.08
Total Revenue	\$ 940,680.47	\$ 3,939,406.85
Expense		
Professional Services - Co Attorney	\$ -	\$ 1,180.00
Professional Services- Other Attorney	125.00	1,262.50
Professional Services - Engineering	91,132.30	369,529.88
Contracted Services - Clerk	13,719.90	84,864.98
Contracted Services - Admin Fees	0.00	10,114.00
Contracted Services - Consultation	3,500.00	34,250.00
Contracted Services - PCBCVB	150,000.00	150,000.00
Contracted Services - Tur Trac	22,870.10	57,356.10
Dues & Memberships	0.00	6,000.00
CIP Beach Till/Scrapmt	0.00	19,162.68
Total Expense	\$ 281,347.30	\$ 733,720.14
Net Income	\$ 659,333.17	\$ 3,205,686.71

**TOURIST DEVELOPEMENT COUNCIL
BAY COUNTY FUND 127 (3RD CENT)
STATEMENT OF ACTIVITIES - BUDGET COMPARISON
FOR THE TEN MONTHS ENDED JULY 31, 2019**

	<u>YTD</u>	<u>ANNUAL BUDGET</u>	<u>AVAILABLE BALANCE</u>
Revenue			
Sales & Use Tax - Tourism	\$ 3,313,457.85	\$ 4,702,500.00	\$ 1,389,042.15
Penalties	20,303.37	18,000.00	\$ (2,303.37)
Interest - Pool	558,104.72	175,000.00	\$ (383,104.72)
Interest - Sales & Use Tax	1,238.83	4,500.00	\$ 3,261.17
Unrealized Gain/Loss on Investmen	46,302.08	0.00	\$ (46,302.08)
Balance FWD- Cash Forward	0.00	23,800,000.00	\$ 23,800,000.00
Total Revenue	<u>\$ 3,939,406.85</u>	<u>\$ 28,700,000.00</u>	<u>\$ 24,760,593.15</u>
Expense			
Professional Services - Co Attorney	\$ 1,180.00	\$ 2,359.00	\$ 1,179.00
Professional Services- Other Attorn	1,262.50	16,500.00	\$ 15,237.50
Professional Services - Engineering	369,529.88	0.00	\$ (369,529.88)
Contracted Services - Clerk	84,864.98	141,075.00	\$ 56,210.02
Contracted Services - Admin Fees	10,114.00	20,228.00	\$ 10,114.00
Contracted Services - Consultation	34,250.00	39,000.00	\$ 4,750.00
Contracted Services - PCBCVB	150,000.00	150,000.00	\$ -
Contracted Services - Tur Trac	57,356.10	110,000.00	\$ 52,643.90
Dues & Memberships	6,000.00	6,000.00	0.00
CIP Beach Till/Scrapmt	19,162.68	0.00	\$ (19,162.68)
Reserve for Contingencies	0.00	28,214,838.00	\$ 28,214,838.00
Total Expense	<u>\$ 733,720.14</u>	<u>\$ 28,700,000.00</u>	<u>\$ 27,966,279.86</u>
Net Income	<u>\$ 3,205,686.71</u>	<u>\$ -</u>	<u>\$ (3,205,686.71)</u>

**TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 125 (1ST, 2ND & 4TH CENT)
PANAMA CITY BEACH, FLORIDA
FINANCIAL STATEMENTS
FOR THE MONTH AND TEN MONTHS ENDED
JULY 31, 2019**



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Tourist Development Council
Panama City Beach, Florida

Management is responsible for the accompanying financial statements of Fund 125 (1st, 2nd & 3rd cent) of Bay County, Florida, which comprise the statement of financial position as of July 31, 2019, and the related statements of activities for the month and ten 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 Fund 125 (1st, 2nd & 3rd cent) of Bay County, Florida for the year ending September 30, 2019, 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.

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 Company'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.

The financial statements present only Fund 125 (1st, 2nd & 3rd cent) of Bay County, Florida and do not purport to, and do not, present fairly the financial position of Bay County, Florida, as of July 31, 2019, and the changes in its' financial position for the month and ten months then ended in conformity with generally accepted accounting principles.

Tipton, Marler, Garner & Chastain

Panama City, Florida
August 27, 2019

TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 125
(1st, 2nd and 4th CENT)
STATEMENT OF FINANCIAL POSITION
JULY 31, 2019

ASSETS

Current Assets

Cash in Pool	\$ 2,091,195.78
Restricted - 18 HM1 Sink Fund	0.00
Accounts Receivable	23,297.71
Prepaid Expenses	239,770.50
Total Current Assets	<u>\$ 2,354,263.99</u>

Fixed Assets

Buildings	\$ 1,105,278.74
Accumulated Depreciation - Building	(549,799.04)
Improvements Other Than Buildings	228,174.74
Accumulated Depreciation - Improvements	(72,191.02)
Equipment	241,017.39
Accumulated Depreciation - Equipment	(225,073.14)
CIP - Building/Improvements	4,140.00
Total Fixed Assets	<u>731,547.67</u>

Deferred Outflows

Deferred Outflows - OPEB	7,397.40
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TOTAL ASSETS

\$ 3,093,209.06

LIABILITIES & ASSETS

Liabilities

Accounts Payable	\$ 142,653.46
Accounts Payable - Other	85.00
Accounts Payable - Retainages	59,711.00
Accrued Annual Leave	7,862.55
Capital Leases Payable	2,826.86
Bonds Payable - Rev LT 18 HM1	0.00
Net OPEB Obligation	221,235.65
Total Liabilities	<u>\$ 434,374.52</u>

Net Assets

Reserve - Promotion	\$ 1,147,386.71
Reserve - BCBS Excess	173.24
Deferred Inflows - OPEB	11,503.25
Fund Balance	3,636,206.48
Net Income (Loss)	(2,136,435.14)
Total Net Assets	<u>2,658,834.54</u>

TOTAL LIABILITIES & NET ASSETS

\$ 3,093,209.06

TOURIST DEVELOPEMENT COUNCIL
BAY COUNTY FUND 125
(1st, 2nd and 4th CENT)
STATEMENT OF ACTIVITIES
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

	July	YTD
Revenue		
Sales & Use Tax - Tourism	\$ 2,599,959.98	\$ 9,940,253.69
Penalties	20,850.40	60,794.23
Interest - Pool	(284.68)	30,457.61
Interest - Sales & Use Tax	1,300.24	3,607.75
Other Miscellaneous Revenue	166.27	166.27
Unrealized Gain/Loss on Investment	0.00	1,907.60
Total Revenue	\$ 2,621,992.21	\$ 10,037,187.15
Expense		
Tourism Administration		
Salaries & Wages - Regular	\$ 6,669.47	\$ 99,690.98
Salaries & Wages - Disaster	0.00	9,781.02
FICA Taxes Matching	472.54	7,961.18
Retirement Contributions	560.32	11,730.67
Life & Health Insurance	1,755.77	8,210.39
Virtual Doctor	6.00	54.00
Workers Comp	0.00	288.00
Professional Services - Attorney	0.00	22,230.00
Lifeguards	20,954.00	69,902.26
Contracted Services	6,843.57	23,036.35
Contracted Services - Beach Cleanup	107,824.38	561,584.41
Contracted Services - Consultation	542.00	2,412.00
Contracted Services - Clerk Finance	41,159.68	254,626.09
Contracted Services - Landscape	16,812.50	145,275.09
Contracted Services - Admin Fees	0.00	73,460.00
Contracted Services - PCBCVB	0.00	10,569,008.00
Contracted Services - Facilities	0.00	18,512.00
Communication Services	3,585.78	14,380.26
Communication Services - Leased Lines	0.00	4,076.53
Utility Services	2,160.06	9,488.00
Rentals/Leases - Building	1,453.94	8,736.94
Rentals/Leases - Equipment	666.32	2,375.66
Rentals/Leases - Equipment IT	0.00	4,737.29
Insurance & Bonds	0.00	3,444.00
R&M Building & Grounds	76.00	25,529.40
R&M Facilities Approved	500.00	4,252.50
R&M Equipment	0.00	666.25
Fees & Costs - Purchasing	0.00	2,338.00
Fees & Costs - Court Filing	30.00	80.00
Office Supplies	0.00	3,534.70
Operating Supplies	0.00	70,389.28

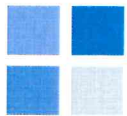
**TOURIST DEVELOPEMENT COUNCIL
 BAY COUNTY FUND 125
 (1st, 2nd and 4th CENT)
 STATEMENT OF ACTIVITIES
 FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019**

	<u>July</u>	<u>YTD</u>
Equipment	0.00	0.00
Equipment Less than \$1,000	0.00	2,365.70
Computer Software	0.00	6,245.20
Interest - Loans	(99.74)	0.00
Aid - Spring Break	13,582.55	96,046.49
Aid - Leave No Trace	24,375.00	26,125.00
FEMA B - Emergency	0.00	11,048.65
Total Expense	<u>\$ 249,930.14</u>	<u>\$ 12,173,622.29</u>
Net Income	<u>\$ 2,372,062.07</u>	<u>\$ (2,136,435.14)</u>

TOURIST DEVELOPEMENT COUNCIL
BAY COUNTY FUND 125
(1st, 2nd and 4th CENT)
STATEMENT OF ACTIVITIES - BUDGET COMPARISON
FOR THE TEN MONTHS ENDED JULY 31, 2019

	YTD	ANNUAL BUDGET	AVAILABLE BALANCE
Revenue			
Sales & Use Tax - Tourism	\$ 9,940,253.69	\$ 14,107,500.00	\$ 4,167,246.31
Penalties	60,794.23	50,000.00	(10,794.23)
Interest - Pool	30,457.61	15,000.00	(15,457.61)
Interest - Sales & Use Tax	3,607.75	10,000.00	6,392.25
Loan Proceeds	0.00	11,049.00	11,049.00
Balance FWD - Cash Forward	0.00	416,000.00	416,000.00
Other Miscellaneous Revenue	166.27	-	(166.27)
Unrealized Gain/Loss on Investment	1,907.60	0.00	(1,907.60)
Total Revenue	<u>\$ 10,037,187.15</u>	<u>14,609,549.00</u>	<u>4,572,361.85</u>
Expense			
Tourism Administration			
Salaries & Wages - Regular	\$ 99,690.98	\$ 122,000.00	\$ 22,309.02
Salaries & Wages - Disaster	9,781.02	0.00	(9,781.02)
FICA Taxes Matching	7,961.18	9,333.00	1,371.82
Retirement Contributions	11,730.67	17,213.00	5,482.33
Life & Health Insurance	8,210.39	15,196.00	6,985.61
Virtual Doctor	54.00	126.00	72.00
Workers Comp	288.00	577.00	289.00
Professional Services - Attorney	22,230.00	44,460.00	22,230.00
Lifeguards	69,902.26	470,000.00	400,097.74
Contracted Services	23,036.35	101,200.00	78,163.65
Contracted Services - Beach Cleanup	561,584.41	1,020,000.00	458,415.59
Contracted Services - Consultation	2,412.00	8,000.00	5,588.00
Contracted Services - Clerk Finance	254,626.09	423,225.00	168,598.91
Contracted Services - Landscape	145,275.09	225,000.00	79,724.91
Contracted Services - Admin Fees	73,460.00	146,919.00	73,459.00
Contracted Services - PCBCVB	10,569,008.00	10,569,008.00	0.00
Contracted Services - Facilities	18,512.00	37,024.00	18,512.00
Travel - Local	0.00	375.00	375.00
Communication Services	14,380.26	16,740.00	2,359.74
Communication Services - Leased Lines	4,076.53	4,543.00	466.47
Utility Services	9,488.00	14,500.00	5,012.00
Rentals/Leases - Building	8,736.94	13,000.00	4,263.06
Rentals/Leases - Equipment	2,375.66	10,000.00	7,624.34
Rentals/Leases - Equipment IT	4,737.29	6,910.00	2,172.71
Insurance & Bonds	3,444.00	6,887.00	3,443.00
R&M Building & Grounds	25,529.40	58,469.00	32,939.60
R&M Facilities Approved	4,252.50	170,000.00	165,747.50
R&M Equipment	666.25	32,500.00	31,833.75
Fees & Costs - Purchasing	2,338.00	4,675.00	2,337.00
Fees & Costs - Court Filing	80.00	0.00	(80.00)
Office Supplies	3,534.70	3,750.00	215.30
Operating Supplies	70,389.28	90,000.00	19,610.72
Equipment	0.00	0.00	0.00
Equipment Less than \$1,000	2,365.70	2,500.00	134.30
Computer Software	6,245.20	4,000.00	(2,245.20)
Interest - Loans	0.00	0.00	-
Aid - Spring Break	96,046.49	470,000.00	373,953.51
Aid - Leave No Trace	26,125.00	130,000.00	103,875.00
FEMA B - Emergency	11,048.65	11,049.00	0.35
Reserve For Contingency	0.00	370.00	370.00
Reserve - Cash Forward	0.00	350,000.00	350,000.00
Total Expense	<u>12,173,622.29</u>	<u>14,609,549.00</u>	<u>2,435,926.71</u>
Net Income	<u>\$ (2,136,435.14)</u>	<u>0.00</u>	<u>\$ 2,136,435.14</u>

**TOURIST DEVELOPMENT COUNCIL
BAY COUNTY FUND 124 – SPORTS PARK COMPLEX
PANAMA CITY BEACH, FLORIDA
FINANCIAL STATEMENTS
FOR THE MONTH AND TEN MONTHS ENDED
JULY 31, 2019**



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Tourist Development Council
Panama City Beach, Florida

Management is responsible for the accompanying financial statements of Fund 124 – Sports Park Complex of Bay County, Florida, which comprise the statement of financial position as of July 31, 2019, and the related statements of activities for the month and ten 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 Fund 124 – Sports Park Complex of Bay County, Florida for the year ending September 30, 2019, 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.

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 Company'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.

The financial statements present only Fund 124 – Sports Park Complex of Bay County, Florida and do not purport to, and do not, present fairly the financial position of Bay County, Florida, as of July 31, 2019, and the changes in its' financial position for the month and ten months then ended in conformity with generally accepted accounting principles.

Tipton, Marler, Garner & Chastain

Panama City, Florida
August 27, 2019

**TOURIST DEVELOPMENT COUNCIL
 BAY COUNTY FUND 124 - SPORTS PARK COMPLEX
 STATEMENT OF FINANCIAL POSITION
 JULY 31, 2019**

ASSETS

Current Assets

Cash in Pool \$ 27,921.00

Total Current Assets \$ 27,921.00

TOTAL ASSETS \$ 27,921.00

LIABILITIES & ASSETS

Liabilities

Due to State of Florida \$ 1,787.35

Advance FR 5th Cent - 128 491,995.00

Total Liabilities \$ 493,782.35

Net Assets

Fund Balance \$ -

Current Year Net Income (Loss) (465,861.35)

Total Net Assets (465,861.35)

TOTAL LIABILITIES & NET ASSETS \$ 27,921.00

**TOURIST DEVELOPEMENT COUNCIL
 BAY COUNTY FUND 124 - SPORTS PARK COMPLEX
 STATEMENT OF ACTIVITIES
 FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019**

	July	YTD
Revenue		
Vending/Concession Revenue	\$ 26,133.65	\$ 26,133.65
Total Revenue	\$ 26,133.65	\$ 26,133.65
Expense		
Contracted Services - Sports Park	\$ -	\$ 491,995.00
Total Expense	\$ -	\$ 491,995.00
Net Income (Loss)	\$ 26,133.65	\$ (465,861.35)

**TOURIST DEVELOPEMENT COUNCIL
 BAY COUNTY FUND 124 - SPORTS PARK COMPLEX
 STATEMENT OF ACTIVITIES - BUDGET COMPARISON
 FOR THE TEN MONTHS ENDED JULY 31, 2019**

	<u>YTD</u>	<u>ANNUAL BUDGET</u>	<u>AVAILABLE BALANCE</u>
Revenue			
Sports Park Sports Fee	\$ -	\$ 86,500.00	\$ 86,500.00
Vending/Concession Revenue	26,133.65	160,139.00	134,005.35
Advertising Revenue	0.00	26,000.00	26,000.00
Transfer From 5th Cent - 128	0.00	219,355.00	219,355.00
Total Revenue	<u>\$ 26,133.65</u>	<u>\$ 491,994.00</u>	<u>\$ 465,860.35</u>
Expense			
Contracted Services - Sports Park	\$ 491,995.00	\$ 491,994.00	\$ (1.00)
Total Expense	<u>\$ 491,995.00</u>	<u>\$ 491,994.00</u>	<u>\$ (1.00)</u>
Net Income (Loss)	<u>\$ (465,861.35)</u>	<u>0.00</u>	<u>\$ 465,861.35</u>

PANAMA CITY BEACH CONVENTION & VISITORS BUREAU, INC.

PANAMA CITY BEACH, FLORIDA

FINANCIAL STATEMENTS

FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

PANAMA CITY BEACH CONVENTION & VISITORS BUREAU, INC.

PANAMA CITY BEACH, FLORIDA

FINANCIAL STATEMENTS

FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

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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 July 31, 2019, and the related statements of activities for the month and ten 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, 2019, 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.

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

Tipton, Marler, Garner & Chastain

Panama City, Florida
August 20, 2019

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF FINANCIAL POSITION
JULY 31, 2019

ASSETS

Current Assets

Cash - Operating Account	2,212,384.21
Cash - Sports Park Operating	473,459.58
Cash - Change Your Fall POV	5,109.90
Cash - Home For Holidays	2,003.88
Cash - Xchange Your Summer POV	5,109.90
Cash - Change Your Spring	5,109.90
Trustmark - Trust Account	7,720.17
Trustmark Bank	585,634.33
Trustmark - Sports Park Savings	10,100.36
Petty Cash	300.00
Vault Safe Cash	2,500.00
Accounts Receivable - CVB	124,673.65
Accounts Receivable - Sports Park	7,309.00
Allowance for Doubtful Accounts	(47,720.00)
Other Current Assets	708.38
Prepaid Expenses	259,830.75
Total Current Assets	<u>3,654,234.01</u>

Fixed Assets

Land	498,453.00
Equipment	32,800.68
Boat	95,000.00
Construction in Progress	2,527,146.39
Accumulated Depreciation	<u>(10,567.27)</u>

Total Fixed Assets

3,142,832.80

TOTAL ASSETS

6,797,066.81

LIABILITIES & NET ASSETS

Current Liabilities

Accounts Payable - CVB	441,165.80
Accounts Payable - Sports Park	1,959.80
Total Accounts Payable	<u>443,125.60</u>

Other Current Liabilities

Accrued Vacation	94,768.71
Accrued Wages Payable	27,334.30
Employee Flexible Spend Acct	526.42
Payroll Liabilities - HSA	300.00
Deferred Revenue - Sports Park	8,000.00
Deferred Revenue - CVB	259,830.75

Total Other Current Liabilities

390,760.18

Total Liabilities

833,885.78

Net Assets

Net Assets	4,162,160.51
Retained Earnings	1,120,019.90
Current Year Net Income (Loss)	681,000.62

Total Net Assets

5,963,181.03

TOTAL LIABILITIES & NET ASSETS

6,797,066.81

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

	<u>July</u>	<u>YTD</u>
Revenue		
County Contract Revenue		
Bay County TDC Contract	\$ 984,645.33	\$ 11,843,642.00
Fund 127 Revenue	0.00	\$ 150,000.00
Sports Park Funding	0.00	486,810.29
Total County Contract Revenue	<u>\$ 984,645.33</u>	<u>\$ 12,480,452.29</u>
Other Funding		
Film Commission	\$ -	\$ 30,000.00
Total Other Funding	<u>\$ -</u>	<u>\$ 30,000.00</u>
Service Fee and Event Revenue		
Co-Op/Visitor Guide Income	\$ 3,750.00	\$ 96,769.02
Fees from Web Site	231.27	1,543.94
Syndication Fees CTS-TV	0.00	2,762.50
Event Income	0.00	106,306.24
Winter Resident Program	0.00	18,095.00
Corp & Event Sponsor In-kind	4,813.72	12,107.72
Corp & Event Sponsorship Income	33,750.00	251,457.70
Total Service Fee and Event Revenue	<u>\$ 42,544.99</u>	<u>\$ 489,042.12</u>
Sports Park Income		
Baseball Tournaments	\$ 8,700.00	\$ 8,700.00
Softball Tournaments	13,500.00	13,500.00
Concession Food & Beverage Sales	25,279.45	25,279.45
Sales Taxes - Paid by County	3,323.55	3,323.55
Subsidy Income	(42,094.00)	449,802.00
Vendor Commissions	600.00	600.00
Total Sports Park Income	<u>\$ 9,309.00</u>	<u>\$ 501,205.00</u>
Interest Income - CVB	3,598.83	26,575.54
Interest Income - Sports Park	22.70	72.40
Miscellaneous Income	15,000.00	23,999.00
Total Revenue	<u>\$ 1,055,120.85</u>	<u>\$ 13,551,346.35</u>
Expenses		
Operations Department		
Salaries	\$ 144,528.84	\$ 1,117,510.40
Payroll Taxes	10,720.51	81,129.21
401k Program	1,859.37	44,635.78
Insurance Employees	15,147.14	177,077.47
Workers Compensation	4,386.00	4,386.00
Professional Services	493.28	6,837.82
Legal Services	4,800.00	45,931.00
Accounting Services	2,395.00	7,507.00
Annual Audit	0.00	14,225.00
Film Commission	3,325.00	33,250.00
Meetings, Seminars & Travel	2,700.47	11,326.00
Mileage Reimbursement	969.34	7,138.07
Auto Allowance	1,000.00	5,500.00
Communication	248.44	3,136.88
Postage & Freight	6,432.60	68,159.86
Insurance-Bus, D&O, Work Comp	(4,372.00)	7,175.90
Printing	0.00	1,377.32

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

	<u>July</u>	<u>YTD</u>
Promotional Items	2,727.21	37,270.60
Repairs and Maintenance	79.00	790.00
Surveys & Research	12,358.12	132,081.41
Bad Debt Expense	(200.00)	(200.00)
Community/Employee Relations	1,396.61	17,968.12
Miscellaneous Admin Expense	2.48	602.11
Office Supplies	698.99	11,248.31
Uniforms	32.10	4,358.67
Dues & Subscriptions	7,112.37	93,283.33
Training & Development	35.00	1,159.13
Contributions/Donations	(20,252.00)	0.00
Reconciliation Discrepancies	0.00	0.24
Total Operations Department	<u>\$ 198,623.87</u>	<u>\$ 1,934,865.63</u>
Marketing Department		
Agency Retainer	\$ -	\$ 224,284.73
Advertising	417,218.64	3,680,921.02
Advertising Co-Op Sp Events	28,738.91	329,530.11
Advertising-Co op	5,191.68	20,192.01
Advertising Production	480.83	540,710.44
Meeting/Seminars/Travel	2,806.42	31,716.86
Internet Expense	0.00	(57,097.49)
Interactive Marketing	32,753.18	340,003.96
Printing Cost	0.00	42,047.31
Public Relations	34,530.32	320,333.53
Public Relations-Int'l	1,450.00	111,971.81
Familiarization Tours Inbound	0.00	52,961.53
Marketing - Misc.	0.00	880.49
Dues & Subscriptions	612.93	5,105.53
Total Marketing Department	<u>\$ 523,782.91</u>	<u>\$ 5,643,561.84</u>
Sales Department		
Citywide Convention Expenses	\$ -	\$ 17,060.00
Tradeshows	2,355.92	88,041.43
Travel & Entertainment	2,649.63	32,655.58
International	1,450.00	76,197.31
Sponsorships	1,000.00	22,198.63
Familiarization Tours-Inbound	0.00	990.60
Dues & Subscriptions	1,304.20	3,646.51
Tradeshow Displays	692.00	1,641.93
Total Sales Department	<u>\$ 9,451.75</u>	<u>\$ 242,431.99</u>
Special Events Department		
Travel & Entertainment	\$ -	\$ 2,186.89
Communication	0.00	\$ 10,400.00
Sponsorships	0.00	1,308,600.00
Festivals & Events	20,250.00	1,041,460.37
Equipment	0.00	97,460.81
Total Special Events Department	<u>\$ 20,250.00</u>	<u>\$ 2,460,108.07</u>

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

	<u>July</u>	<u>YTD</u>
Visitor Services Department		
Contract Labor	\$ 135.00	\$ 13,289.00
Travel	96.97	(12.44)
Visitor Inquiry Fulfillment	0.00	600.00
Sponsorships	2,000.00	8,500.00
Visitor Services Events	750.00	138,382.98
Community Relations	0.00	467.81
Visitor Center Supplies	0.00	11,117.30
Total Visitor Services Department	<u>\$ 2,981.97</u>	<u>\$ 172,344.65</u>
Sports Marketing		
Travel/Tradeshows	\$ 4,445.00	\$ 10,970.86
Meetings/Seminar/Travel	180.37	15,395.94
Facility Usage	8,060.75	15,439.05
Signage	398.04	398.04
Sponsorships	24,813.00	92,577.50
Sporting Bid Fees	5,000.00	41,750.00
Familiarization Tours	0.00	325.47
Dues & Subscriptions	0.00	2,480.24
Tradeshow Booth	0.00	0.00
Total Sports Marketing	<u>\$ 42,897.16</u>	<u>\$ 179,337.10</u>
Beach Renourishment Department		
Beach Management Contract Labor	\$ 10,000.00	\$ 90,000.00
Miscellaneous	0.00	124.44
Dues & Subscriptions	0.00	1,500.00
Total Beach Renourishment Department	<u>\$ 10,000.00</u>	<u>\$ 91,624.44</u>
Community Support Department		
Development	80,402.00	207,734.93
Total Community Support Department	<u>\$ 80,402.00</u>	<u>\$ 207,734.93</u>
Tourism Development Department		
Pre-Opening Expenses	\$ -	\$ 93,232.26
Visit PCB Magazine-Production	882.27	83,521.74
Chasin The Sun TV	3,765.89	514,863.69
Repairs and Maintenance	0.00	988.30
Visit PCB Magazine-Printing	205.41	97,446.27
Mktng & PR PC and MB	13,300.00	118,942.50
Planning & Development	40,156.23	620,913.62
Construction	0.00	466.93
Total Tourism Development Department	<u>\$ 58,309.80</u>	<u>\$ 1,530,375.31</u>

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES
FOR THE MONTH AND TEN MONTHS ENDED JULY 31, 2019

	<u>July</u>	<u>YTD</u>
Sports Park Department		
COGS	\$ 33,897.95	\$ 33,897.95
Advertising/Marketing	3,671.48	3,671.48
Bank Fees/Credit Card Fees	80.13	80.13
Legal & Professional Fees	0.00	1,120.90
General & Administrative Fees	6,061.60	18,128.94
Insurance	0.00	0.00
Supplies & Services	3,189.19	16,544.74
Salaries & Wages	54,207.30	54,207.30
Other Payroll Expenses	856.59	7,746.99
Rent Expense	373.45	8,069.37
Repairs and Maintenance	91.69	91.69
Utilities	702.75	1,315.75
Miscellaneous Expense	0.00	0.00
Pre-Opening Expenses	0.00	1,744.00
Pre-Launch Professional Services	0.00	600.00
Permits & Extensions	0.00	0.00
Presentation Materials	0.00	2,475.94
Facility Development Consulting	0.00	82,000.00
Consultant Travel	0.00	19,575.71
Marketing Allowance	0.00	36,179.28
Pre-Opening Staff Budget	(6,248.23)	118,511.70
Relocation Expenses	0.00	2,000.00
Working Capital Reserves	0.00	0.00
Total Sports Park Department	<u>\$ 96,883.90</u>	<u>\$ 407,961.87</u>
Total Expenses	<u>1,043,583.36</u>	<u>12,870,345.83</u>
Net Income (Loss)	<u><u>\$ 11,537.49</u></u>	<u><u>\$ 681,000.52</u></u>

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES - BUDGET COMPARISON
FOR THE TEN MONTHS ENDED JULY 31, 2019

	YTD	Annual Budget	Variance
Revenue			
County Contract Revenue			
Bay County TDC Contract	\$ 11,843,642.40	\$ 11,830,203.00	\$ (13,439.40)
Fund 127 Revenues	150,000.00	150,000.00	0.00
Excess Collections PY	0.00	2,202,600.00	2,202,600.00
CVB Unrestricted Cash	0.00	1,660,000.00	1,660,000.00
Unrecognized PY Funds	0.00	2,975,000.00	2,975,000.00
Sports Park Funding	486,810.29	730,348.00	243,537.71
Total County Contract Revenue	<u>\$ 12,480,452.69</u>	<u>\$ 19,548,151.00</u>	<u>\$ 7,067,698.31</u>
Other Funding			
Florida Sports Foundation	\$ -	\$ 50,000.00	\$ 50,000.00
Film Commission BCC	30,000.00	30,000.00	0.00
Total Other Funding	<u>\$ 30,000.00</u>	<u>\$ 80,000.00</u>	<u>\$ 50,000.00</u>
Service Fee and Event Revenue			
Co-Op/Visitor Guide Income	\$ 96,769.02	\$ 150,000.00	\$ 53,230.98
Fees from Web Site	1,543.94	0.00	(1,543.94)
Syndication Fees C'TS-TV	2,762.50	0.00	(2,762.50)
Event Income	106,306.24	100,000.00	(6,306.24)
Winter Resident Program	18,095.00	0.00	(18,095.00)
Corp & Event Sponsor In-kind	12,107.72	0.00	(12,107.72)
Corp & Event Sponsorship Income	251,457.70	350,000.00	98,542.30
Total Service Fee and Event Revenue	<u>\$ 489,042.12</u>	<u>\$ 600,000.00</u>	<u>\$ 110,957.88</u>
Sports Park Income			
Baseball Tournaments	\$ 8,700.00	\$ 22,000.00	\$ 13,300.00
Soccer Tournaments	0.00	\$ 27,200.00	\$ 27,200.00
Lacrosse	0.00	\$ 4,000.00	\$ 4,000.00
Youth & Rec Programs	0.00	\$ 4,500.00	\$ 4,500.00
Softball Tournaments	13,500.00	28,800.00	15,300.00
Concession Food & Beverage Sales	25,279.45	160,139.00	134,859.55
Vendor Commissions	600.00	0.00	(600.00)
Subsidy Income	449,802.00	726,356.00	276,554.00
Other Revenues & Sponsorships	0.00	26,000.00	26,000.00
Total Sports Park Income	<u>\$ 497,881.45</u>	<u>\$ 998,995.00</u>	<u>\$ 501,113.55</u>
Interest Income - CVB	26,575.54	5,000.00	(21,575.54)
Interest Income - Sports Park	72.40	0.00	(72.40)
Sales Taxes - Paid by County	3,323.55	0.00	(3,323.55)
Miscellaneous Income	23,999.00	0.00	(23,999.00)
Total Revenue	<u>\$ 13,551,346.75</u>	<u>\$ 21,232,146.00</u>	<u>\$ 7,680,799.25</u>
Expenses			
Operations Department			
Salaries	\$ 1,117,510.40	\$ 1,446,720.00	\$ 329,209.60
Payroll Taxes	81,129.21	116,040.00	34,910.79
401k Program	44,635.78	66,445.00	21,809.22
Workers Compensation	4386.00	5,844.00	1,458.00
Advertising & Fees	0.00	348.00	348.00
Volunteer Recognition	0.00	204.00	204.00
Insurance Employees	177,077.47	211,368.00	34,290.53
Professional Services	6,837.82	9,996.00	3,158.18
Legal Services	45,931.00	90,000.00	44,069.00
Accounting Services	7,507.00	32,004.00	24,497.00
Annual Audit	14,225.00	15,000.00	775.00
Film Commission	33,250.00	39,900.00	6,650.00
Meetings, Seminars & Travel	11,326.00	24,996.00	13,670.00
Mileage Reimbursement	7,138.07	9,996.00	2,857.93
Auto Allowance	5,500.00	6,000.00	500.00
Communication	3,136.88	0.00	(3,136.88)
Postage & Freight	68,159.86	120,000.00	51,840.14
Insurance-Bus, D&O, Work Comp	7,175.90	6,996.00	(179.90)
Printing	1,377.32	5,004.00	3,626.68
Promotional Items	37,270.60	50,004.00	12,733.40

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES - BUDGET COMPARISON
FOR THE TEN MONTHS ENDED JULY 31, 2019

	YTD	Annual Budget	Variance
Repairs and Maintenance	790.00	0.00	(790.00)
Surveys & Research	132,081.41	200,004.00	67,922.59
Bad Debt Expense	(200.00)	0.00	200.00
Community/Employee Relations	17,968.12	20,004.00	2,035.88
Miscellaneous Admin Expense	602.11	996.00	393.89
Office Supplies	11,248.31	12,504.00	1,255.69
Uniforms	4,358.67	15,000.00	10,641.33
Dues & Subscriptions	93,283.33	80,004.00	(13,279.33)
Training & Development	1,159.13	7,500.00	6,340.87
Contingency	0.00	15,000.00	15,000.00
Reconciliation Discrepancies	0.24	0.00	(0.24)
Total Operations Department	\$ 1,934,865.63	\$ 2,607,877.00	\$ 673,011.37
Marketing Department			
Agency Retainer	\$ 224,284.73	\$ 414,000.00	\$ 189,715.27
Advertising	3,680,921.02	5,300,004.00	1,619,082.98
Advertising Co-Op Sp Events	329,530.11	495,000.00	165,469.89
Advertising-Co op	20,192.01	65,004.00	44,811.99
Advertising Production	540,710.44	500,004.00	(40,706.44)
Meeting/Seminars/Travel	31,716.86	30,000.00	(1,716.86)
Internet Expense	(57,097.49)	0.00	57,097.49
Interactive Marketing	340,003.96	675,000.00	334,996.04
Printing Cost	42,047.31	94,976.00	52,928.69
Public Relations	320,333.53	312,000.00	(8,333.53)
Public Relations-Int'l	111,971.81	125,004.00	13,032.19
Familiarization Tours Inbound	52,961.53	65,004.00	12,042.47
Marketing - Misc.	880.49	0.00	(880.49)
Dues & Subscriptions	5,105.53	15,000.00	9,894.47
Contingency	0.00	50,004.00	50,004.00
Total Marketing Department	\$ 5,643,561.84	\$ 8,141,000.00	\$ 2,497,438.16
Sales Department			
Citywide Convention Expenses	\$ 17,060.00	\$ 35,000.00	\$ 17,940.00
Collateral	0.00	10,000.00	10,000.00
Tradeshows	88,041.43	125,000.00	36,958.57
Travel & Entertainment	32,655.58	52,000.00	19,344.42
International	76,197.31	125,000.00	48,802.69
Sponsorships	22,198.63	10,000.00	(12,198.63)
Familiarization Tours-Inbound	990.60	10,000.00	9,009.40
Dues & Subscriptions	3,646.51	25,260.00	21,613.49
Tradeshow Displays	1,641.93	10,000.00	8,358.07
Contingency	0.00	10,000.00	10,000.00
Total Sales Department	\$ 242,431.99	\$ 412,260.00	\$ 169,828.01
Special Events Department			
Travel & Entertainment	\$ 2,186.89	\$ 12,000.00	\$ 9,813.11
Communication	10,400.00	0.00	(10,400.00)
Sponsorships	1,308,600.00	1,378,000.00	69,400.00
Festivals & Events	1,041,460.37	910,000.00	(131,460.37)
Equipment	97,460.81	125,000.00	27,539.19
Contingency	0.00	30,000.00	30,000.00
Total Special Events Department	\$ 2,460,108.07	\$ 2,455,000.00	\$ (5,108.07)
Visitor Services Department			
Contract Labor	\$ 13,289.00	\$ 9,996.00	\$ (3,293.00)
Travel	(12.44)	2,400.00	2,412.44
Visitor Inquiry Fulfillment	600.00	20,004.00	19,404.00
Sponsorships	8,500.00	15,000.00	6,500.00
Visitor Services Events	138,382.98	150,000.00	11,617.02
Community Relations	467.81	0.00	(467.81)
Visitor Center Supplies	11,117.30	15,000.00	3,882.70
Training & Development	0.00	2,400.00	2,400.00
Contingency	0.00	7,500.00	7,500.00
Total Visitor Services Department	\$ 172,344.65	\$ 222,300.00	\$ 49,955.35

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.
STATEMENT OF ACTIVITIES - BUDGET COMPARISON
FOR THE TEN MONTHS ENDED JULY 31, 2019

	YTD	Annual Budget	Variance
Sports Marketing Department			
Awards/Appreciation	\$ -	\$ 504.00	\$ 504.00
Travel/Tradeshows	10,970.86	18,000.00	7,029.14
Meetings/Seminar/Travel	15,395.94	35,004.00	19,608.06
Facility Usage	15,439.05	15,000.00	(439.05)
Signage	398.04	3,000.00	2,601.96
Sponsorships	92,577.50	204,000.00	111,422.50
Sporting Bid Fees	41,750.00	301,500.00	259,750.00
Familiarization Tours	325.47	15,000.00	14,674.53
Dues & Subscriptions	2,480.24	76,500.00	74,019.76
Tradeshow Booth	0.00	9,996.00	9,996.00
Contingency	0.00	24,996.00	24,996.00
Total Sports Marketing Department	<u>\$ 179,337.10</u>	<u>\$ 703,500.00</u>	<u>\$ 524,162.90</u>
Beach Renourishment Department			
Beach Management Contract Labor	\$ 90,000.00	\$ 120,000.00	\$ 30,000.00
Miscellaneous	124.44	0.00	(124.44)
Dues & Subscriptions	1,500.00	1,500.00	0.00
Contingency	0.00	3,500.00	3,500.00
Total Beach Renourishment Department	<u>\$ 91,624.44</u>	<u>\$ 125,000.00</u>	<u>\$ 33,375.56</u>
Community Support Department			
Development	207,734.93	275,000.00	67,265.07
Total Community Support Department	<u>\$ 207,734.93</u>	<u>\$ 275,000.00</u>	<u>\$ 67,265.07</u>
Tourism Development Department			
Pre-Opening Expenses	\$ 93,232.26	\$ 621,424.00	\$ 528,191.74
Visit PCB Magazine-Production	83,521.74	165,000.00	81,478.26
Chasin The Sun TV	514,863.69	600,000.00	85,136.31
Repairs and Maintenance	988.30	0.00	(988.30)
Visit PCB Magazine-Printing	97,446.27	135,000.00	37,553.73
Mktng & PR PC and MB	118,942.50	0.00	(118,942.50)
Planning & Development	620,913.62	3,660,862.00	3,039,948.38
Sports Park Operations Subsidy	0.00	108,928.00	108,928.00
Construction	466.93	0.00	(466.93)
Total Tourism Development Department	<u>\$ 1,530,375.31</u>	<u>\$ 5,291,214.00</u>	<u>\$ 3,760,838.69</u>
Sports Park Department			
COGS	\$ 33,897.95	\$ 126,184.00	\$ 92,286.05
Advertising/Marketing	3,671.48	10,100.00	6,428.52
Bank Fees/Credit Card Fees	80.13	5,453.00	5,372.87
Legal & Professional Fees	1,120.90	625.00	(495.90)
General & Admisistrative Fees	18,128.94	10,313.00	(7,815.94)
Insurance	-	12,556.00	12,556.00
Supplies & Services	16,544.74	74,448.00	57,903.26
Salaries & Wages	54,207.30	118,250.00	64,042.70
Other Payroll Expenses	7,746.99	13,455.00	5,708.01
Rent Expense	8,069.37	0.00	(8,069.37)
Repairs and Maintenance	91.69	0.00	(91.69)
Utilities	1,315.75	20,611.00	19,295.25
Miscellaneous Expense	0.00	100,000.00	100,000.00
Pre-Opening Expenses	1,744.00	0.00	(1,744.00)
Pre-Launch Professional Services	600.00	24,000.00	23,400.00
Permits & Extensions	0.00	8,000.00	8,000.00
Presentation Materials	2,475.94	8,000.00	5,524.06
Facility Development Consulting	82,000.00	135,000.00	53,000.00
Consultant Travel	19,575.71	20,000.00	424.29
Marketing Allowance	36,179.28	79,000.00	42,820.72
Pre-Opening Staff Budget	118,511.70	220,000.00	101,488.30
Relocation Expenses	2,000.00	3,000.00	1,000.00
Working Capital Reserves	0.00	10,000.00	10,000.00
Total Sports Park Department	<u>\$ 407,961.87</u>	<u>\$ 998,995.00</u>	<u>\$ 591,033.13</u>
Total Expense	<u>12,870,345.83</u>	<u>21,232,146.00</u>	<u>8,361,800.17</u>
Net Income (Loss)	<u>\$ 681,000.92</u>	<u>\$ -</u>	<u>\$ (681,000.92)</u>

**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: _____

<p>6. Department's Grant Manager Name: _____ or successor</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>Grantee's Grant Manager Name: _____ or successor</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p>
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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 https://facts.fldfs.com , 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.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**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; and/or (3) 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/Auditing/Reference_Guide_For_State_Expenditures.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.
- 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 \$1,000 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 \$1,000 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.

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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory 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.
- 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. 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. 20BA1**

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 begins on July 1, 2018 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<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

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

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

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

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

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

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. 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.

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 the planning, monitoring, maintenance, and nourishment of 18 miles of the Gulf of Mexico shoreline between the western end of the Pinnacle Port development and the western end of the St. Andrews State Recreation Area, R-1 to R-91 in Bay County, Florida. The requested funds will be used for year-3 post-construction monitoring, tilling, and sea turtle monitoring.

PROJECT DESCRIPTION: This Project consist of post construction monitoring.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$94,050 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:

CCCL – Coastal Construction Control Line
DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission
FWS – United States Fish and Wildlife Service
JCP – Joint Coastal Permit

TASKS and DELIVERABLES:

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%	\$94,050.00	\$155,950.00	\$250,000.00
	TOTAL PROJECT COSTS		\$94,050.00	\$155,950.00	\$250,000.00

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Monitoring	Contractual Services	\$94,050.00	07/01/2018	03/31/2022
Total:			\$94,050.00		

**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
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 \$750,00 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

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

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

Federal Program A	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.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	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	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.003	Beach Management Funding Assistance	\$94,050.00	140126
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$94,050.00	
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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] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT A

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

Name of Project: Panama City Beaches Shore Protection Project

Local Sponsor: Bay County

DEP Agreement Number: 20BA1

Report Period:

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **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 reporting period:

Identify any delays or problems encountered:

EXHIBIT C

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

PAYMENT SUMMARY

Name of Project: Panama City Shore Protection Project

Local Sponsor: Bay County

DEP Agreement Number: 20BA1

Remittance 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**

Name of Project: _____
 Billing Number: _____
 DEP Agreement Number: _____

Billing Period (1): _____
 Person Completing Form & Telephone Number (2): _____

REIMBURSEMENT DETAIL

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

Total Due to Local Sponsor (15) _____

- Form Instructions:
- Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 - Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 - Task #: Must identify Task..
 - SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 - Invoice Amount
 - Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 - % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 - Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 - Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 - Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 - State Share: Multiply Non-Federal Share by State Share Percentage.
 - Local Share: Subtract State Share from Non-Federal Share.
 - Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 - Withheld Retainage: Multiply State Share by 10%.
 - State Payment: Subtract Retainage from State Share.
 - 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.

Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

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

Name of Project: Panama City Shore Protection Project

Local Sponsor: Bay County

DEP Agreement Number: 20BA1

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 period:

Identify any delays or problems encountered:

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

Name of Project: Panama City Shore Protection Project

Local Sponsor: Bay County

DEP Agreement Number: 20BA1

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 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
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Panama City Shore Protection Project

Local Sponsor: Bay County

DEP Agreement Number: 20BA1

Task Completion (List Task) _____

Contract Completion

*I hereby certify that the above-mentioned Project task 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 Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

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

August 27th, 2019

During the next fiscal year, I will serve as the Bay County TDC’s beach renourishment project manager for all work and contracts associated with the ongoing planning, construction, and monitoring of the Panama City Beaches renourishment program. As project manager in all beach renourishment management activities, I will serve under the Bay County TDC Director as the liaison between the Bay County TDC/Bay County Board of County Commissioners (BOCC) and the US Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), US Fish and Wildlife Service (FWS), Florida Fish and Wildlife Conservation Commission (FWC), Aptim (formally CB&I CPE), Dewberry | Preble-Rish, Flack and Associates, the Bay County TDC attorney, Bay County staff, and other beach-related contractors on any beach renourishment management related projects and issues.

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

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

Exhibit A provides a detailed description of the principal projects and issues associated with the beach renourishment management program, as well as the work I will manage and perform. For context, I provide a summary of both recently completed and upcoming tasks. Notably, this year’s priority task will be working with the USACE-Mobile District and Panama City field office as they complete design, drawings and specifications for, securing a contractor, and constructing a Hurricane Michael repair renourishment project. This will also require two modifications or clarifications to our federal beach renourishment permits and authorizations regarding allowance to construct a project-wide renourishment in sea turtle nesting season (if necessary) and increase the sea turtle trawling relocation limits. Following completion of the beach renourishment construction project, we will need to coordinate with City of Panama City Beach and Bay County Code Enforcement staff to complete permit-required sea turtle lighting surveys and property owner notifications.

The state of the shoreline at St. Andrews State Park has become more and more critical over the last several years; so, in addition to repairing the Panama City Beaches project area, I am pursuing funding for an initial restoration at the Park.

In terms of state grant contract funding, I will work and coordinate with the State and Bay County on continuing to bill to state grants 19BA2 as well as execute and bill to 20BA1. I will monitor and address any issues with our FY 2020-2021 state funding request and will prepare a submittal package for our FY 2021-2022 state funding request. I will also manage the 2020 beach and borrow area monitoring, 2019 and 2020 sea turtle monitoring, and 2019 and 2020 tilling and scarp monitoring and leveling projects and tasks.

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

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

During the next fiscal year, I will travel to Panama City Beach for a minimum of 5, and a maximum of 10, visits. To the maximum extent practical, I will coordinate the visits with beach inspections and construction-related activities; Bay County TDC Board meetings; BOCC meetings; and any other on-site meetings or workshops with the TDC Director, TDC board and staff, Bay County Commissioners and staff, City of Panama City Beach Council members and staff, the USACE, FDEP, FWS, FWC, etc. During these visits, I will also visually inspect and monitor the beach. I will coordinate on-site visits and attendance at TDC Board and BOCC meetings with the TDC Director. I will also attend any necessary meetings with Aptim, Dewberry | Preble-Rish, FDEP, FWS, and/or FWC in Tallahassee and Jacksonville, Florida.

Storm Event Emergency

Immediately prior to and following a storm event and at the request of the TDC Director, I will immediately coordinate with Dewberry | Preble-Rish to assess the beach erosion conditions, and I will travel to Panama City Beach to assess the conditions as warranted. I will coordinate and communicate the beach erosion damage assessment to state and federal agencies, and will engage the USACE if applicable. I will assess the necessity of post-storm beach surveying and erosion analysis and expeditiously coordinate that work with Aptim and Dewberry | Preble-Rish, FDEP, USACE, and the Bay County TDC/Bay County. I will also pursue and coordinate any state and/or federal storm recovery funding.

Beach Renourishment Management Consulting Services Fee

The cost of the beach renourishment management consulting service remains at \$120,000 for a one-year period, payable monthly. All labor and expenses are included with the exception of travel expenses (mileage reimbursement or rental car/gas, accommodations, and meals) associated with out-of-state meetings, storm event emergencies, or additional travel to Panama City Beach beyond the on-site visits and in-state travel described above. Any additional, unexpected work (oil spill, for example) outside the scope outlined by this document and requested and approved by the Bay County TDC Director will be billed in detail at an hourly rate of \$100/hour.

BEACH RENOURISHMENT MANAGEMENT PROGRAM PRINCIPLE TASKS AND ISSUES

As of August 27th, 2019

The following paragraphs detail the principal projects and issues associated with beach renourishment management as of August 27th, 2019. These efforts include work that I am currently performing, as well as the work I anticipate, in my role as the beach renourishment manager, to continue in the next fiscal year. Notably, the Third Cent Bed Tax Trust Fund supports all beach renourishment related tasks, including beach renourishment construction projects; beach renourishment management position; coastal engineering consulting services required for planning, designing, permitting, and monitoring the beach renourishment projects; sea turtle monitoring; tilling and scarp leveling; legal services; and lobbying consulting services.

2019 USACE-Led Repair Beach Renourishment Construction Project and Federal and State Permitting Issues

Repair Beach Renourishment Construction Project

While Panama City Beach was spared the devastation of Mexico Beach and Panama City, Hurricane Michael did cause erosion to the shoreline. Following the storm, I assessed damage to the shoreline and recommended that the TDC authorize a full beach profile survey of the entire shoreline in order to quantify the volume and shoreline changes, as well as aerial photography of the shoreline to better understand potential changes to the offshore bar system. I quickly coordinated the development of scopes of work for and execution of task orders for Dewberry | Preble-Rish to conduct the survey and Aptim to conduct the storm loss analysis. The results of the survey indicated a loss of 545,000 cy of sand and an average shoreline erosion of 27.9 feet. On October 24th, we formally responded to a notice from the USACE alerting local sponsors that experienced damage from Hurricane Michael may request rehabilitation assistance. Following a cursory review of the shoreline losses from the storm, the USACE-Mobile District received federal funding to conduct a Project Information Report (PIR) to quantify the losses from the storm and determine whether federally sponsored repair was justified. In order to complete the study, I provided the USACE-Mobile with a large amount of information in addition to the post-Michael survey data including past project monitoring reports, federal and state permits and history, federal biological opinions, sand source locations and geotechnical data, sea turtle and shorebird nesting information, tourism and recreational use information, etc. The report developed by the Mobile District concluded that the beach lost 656,000 cy of sand and that because the proposed repair work to restore the project to its full construction template has a benefit to cost ratio greater than 1.0, the project is eligible for Federal Flood Control and Coastal Emergencies (FCCE) rehabilitation assistance. It also recommended that the project be restored to its full project profile at 100% federal expense – for a total volume of 1.4 million cy. This remaining volume of sand, in the amount of 744,000, to “make the project whole” is referred to as Construction General (CG) and is typically and historically cost-shared at 63% federal/37% non-federal. While we wait for final confirmation of this unprecedented entirely federally funded effort, I have submitted a State Legislative FDEP beaches grant funding request for \$3.0 million in the event a local cost-share is required for CG portion of the project as described in a following funding section.

The USACE-Mobile District received design and project initiation funding of \$3 million in mid-August and is beginning to assemble the design and project team. I have initiated a meeting between the entire USACE-Mobile District project team, myself, and Aptim to kick off the project.

Exhibit A

Notably, the USACE project team is nearly entirely new personnel from those that worked on our 2005-06 and 2011 USACE-led construction projects. They simply are not familiar with our project or history. Just as important – and I believe the USACE-Mobile District is open to discussion regarding – is my desire that our team influence the USACE’s ultimate project design and the strategic placement of the 1.4 million cubic yards (mcy) of sand – i.e., defining specific placement project areas. It’s neither beneficial nor constructible (due to a very small cy/ft placement) to spread the 1.4 mcy over the entire 18.5 project area. Rather, we need to strategize to develop a handful of project areas to receive infusions of sand which will serve to maximize the benefit and health of the entire 18.5 mile project area. I will also work with the USACE as they develop access and staging areas. In addition, we need to bring the new USACE-Mobile District team, especially the environmental specialists, up to speed on the history of and outstanding environmental issues associated with our project as described in another section. In addition to the internal project team meeting, I am also trying to bring in the agencies, specifically the FWS, in order to quickly begin addressing the outstanding environmental issues. I anticipate this meeting to occur in early September. I anticipate our team including myself and Aptim staff to play as much of a role as we can as the USACE-Mobile District develops the design as well as drawings and specifications for the project. I also anticipate Aptim providing heavy assistance to the USACE-Mobile District environmental team as the environmental issues are understood and addressed. I will continue to coordinate very closely and provide input to all questions and outstanding issues that come up with the USACE as the project moves forward, and I will involve our consulting team at Aptim as necessary. I will work to ensure that specific state and federal permit conditions are met by the USACE and/or our team and that turtle monitoring, shorebird monitoring, tilling, and other required construction-related activities are also planned for and implemented by the appropriate entities.

Because this is a USACE-led project, the project will also require a Project Cooperation Agreement (PCA), which is expected to be similar to agreements executed for all previously constructed USACE projects. While the document is developed and written by the USACE legal staff, and may come from USACE Headquarters, I will coordinate review of this document with both the TDC Attorney and the County Attorney. Following any negotiations, I will coordinate the final recommendation on execution with the TDC Attorney and the County Attorney. Finally, I will conduct the necessary coordination and complete the Novus Agenda documents for BOCC approval for the PCA.

While I hope and will push the USACE-Mobile District to act quickly, I do not expect them to work as quickly as we did when designing and bidding out the 2017 hot spot renourishment project. At this point I do not have an official schedule from the USACE for construction, but I believe constructing a project of this size prior to high summer season 2020 is a stretch. While I will continue to push for this, it is more likely that the project could begin construction around this time next year. The USACE-Mobile District will still manage the project, however the actual on-the-ground construction management of the project will be administered by the USACE-Panama City field office, just as it was in 2005-06 and 2011. While the local USACE-PC field office will have a team of engineers and inspectors on the project, I will recommend that the TDC also supplement that by contracting with Dewberry | Preble-Rish in order to have adequate eyes and ears on the ground and as necessary up to 24 hours a day/7 days a week. I will be intimately involved in the project and in constant daily contact with the USACE-Mobile District and Panama City field office and our inspection team. As part of the management of the construction project, I will also ensure the necessary day-to-day coordination between the USACE teams, the beach renourishment dredging contractor, our management team, the shorebird and turtle (if necessary) monitors, FWC, and FWS. I will also coordinate routine updates and information for TDC visitor services staff on project schedules and locations and anticipate fielding questions from property owners and visitors regarding the project.

Federal Permit and Federal Agencies Coordination

As part of the planning, design, and ultimate construction of the USACE-led beach renourishment construction project, there are a couple outstanding federal environmental issues. We have been attempting to address these issues over the past couple of years, but without an imminent construction project, our requests were not a priority. I will work to ensure these issues are resolved through in advance of the upcoming construction project.

The first issue dates to late 2016, when we overcame an outstanding issue regarding an “average annual” Northwest FL beach renourishment construction “mileage cap” contained in the Regional FWS Biological Opinion (BO). While not listed as a specific condition in the federal permit, the BO is, in fact, incorporated into the federal permit. This remained a potential outstanding issue because the mileage cap seeks to limit the mileage of beach renourishment projects constructed in a given year within the entire Florida Panhandle *during sea turtle nesting season*. Notably, the mileage cap is greater (and more manageable) for storm response beach renourishment projects, which this project *should* be. Per a meeting with FWS and their instructions, in March 2015, we submitted a detailed construction phasing plan to address their requirement of “small” construction beach segments. FWS indicated that plan was insufficient, and we resubmitted the plan with revisions in September 2015. We received approval of this plan in June 2016 via email from FWS. With the successful completion of the construction phasing plan, FWS may still need to formally amend the BO, and the federal permit may or may not need to be amended. We have submitted this request, but there has been no formal action from FWS. Again, this mileage cap issue and the outstanding construction phasing plan are only an issue for construction *during* sea turtle nesting season. Under our current federal permit and BO, we are not limited with our construction efforts outside of nesting season (and thus were not limited during the 2017 beach renourishment construction project). Engaging the FWS to act on our request in the last couple of years has not been easy; likely because we were not actively planning a full-scale renourishment project of our entire project area. However, given the planned USACE-led repair construction project, this issue needs to be resolved, whether we build a full project in sea turtle nesting season or not, and whether the fact that this is a storm response beach renourishment project is relevant or not.

Regarding a second open issue, during the 2017 beach renourishment construction project, the permit-required sea turtle trawling relocated a leatherback sea turtle (species not covered by the BO) and met the limit for relocations of the other authorized sea turtle species. While these relocation numbers did not cause cessation or interruption of dredging, we had to request that the USACE Regulatory Division (led out of Panama City through Jacksonville) re-open consultation with the National Marine Fisheries Services (NMFS) to re-evaluate the relocation trawling limits contained in their BO, which again, is incorporated into the federal permit. Given that the 2017 renourishment construction went very rapidly with concurrent dredges working less than 2 months, these sea turtle relocation limits will undoubtedly be reached during future projects. With the assistance of Aptim environmental staff, I will continue to work with the USACE-PC Regulatory Office to get our federal permit modified for future renourishment construction projects. Once again, engaging the USACE and NMFS to act on our request has not been easy; it’s not been a priority for NMFS given we were not actively planning a construction project. With the planned USACE-led repair construction project, this issue needs to be resolved and is critical.

State Permit – Sea Turtle Lighting Surveys

Per our state permit and federal authorizations, two lighting surveys were required in the four project segments over the summer 2017 following completion of the renourishment construction project. The City of Panama City Beach and Bay County Code Enforcement staff conducted sea turtle lighting ordinance violation work over the summer of 2017 and provided me with their information. I sent this information to and discussed it with the agencies (FWS and FWC)

Exhibit A

and the respective code enforcement staff in a meeting in March 2018. The documentation that was provided to the agencies did not meet the requirements of the permit conditions. It was agreed that the Bay County TDC would conduct a full sea turtle lighting survey of the four project areas using an independent, qualified environmental firm to redo the survey effort in the summer of 2018.

I coordinated the development of a scope of work for an Aptim environmental sub-consultant– Ecological Associates – with adequate technical experience in sea turtle lighting to conduct the detailed re-survey of turtle lighting in the four project areas. We expeditiously added this work to the Aptim beach and borrow area monitoring task order being prepared concurrently, and I conducted the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the task order.

Ecological Associates conducted the first lighting survey in May 2018. The City of Panama City Beach and County Code Enforcement staff were given detailed results of the survey. These results included a property-specific letter they could send to the property owners (within the ordinance areas), which I drafted in coordination with the Bay County TDC Attorney and Director. The City of Panama City Beach and Bay County Code Enforcement staff sent out their own property-specific violation letters to owners in July. The second lighting survey was conducted in late July 2018. I sent the results of that survey and data to the City of Panama City Beach and Bay County Code Enforcement staff in August 2018. Due to their workload and then Hurricane Michael's landfall in October, the City didn't send out second violation notices until December, although the County was able to send their notices in September prior to the hurricane.

Notably, these surveys and the associated report document all non-sea turtle friendly lighting. The permit also requires that all property owners be notified of the non-sea turtle friendly lighting. However, the TDC Board of Directors directed staff to only notify the property owners that were in violation of either the City of Panama City Beach or Bay County sea turtle lighting ordinances, not those that fall outside of the ordinance area. This is consistent with the fact that code enforcement can only send out violation notices to properties within the ordinance areas.

In December 2018, I provided the agencies (FWS and FWC) the full sea turtle lighting report consisting of both lighting surveys as well as both corresponding sets of City of Panama City Beach and Bay County Code Enforcement actions/notices documentation. Following that submittal, I, along with Aptim staff, and the TDC Director had a meeting with the agencies, Kennard Watson with Turtle Watch, and both Code Enforcement staff in early April 2019 to discuss the report and actions by Code Enforcement.

At this time, I believe the 2018 lighting survey and the enforcement documentation are considered adequate to satisfy the original 2017 lighting survey and action permit requirements. However, we will begin this process anew with a fresh set of lighting surveys and corresponding Code Enforcement actions for all properties where sand is placed as part of the anticipated 2020 USACE-led repair renourishment construction project.

St. Andrews State Park

The erosion at St. Andrews State Park has become more and more critical over the last several years, with Hurricane Michael causing additional erosion and scarping of the dune system. The Florida Park Service had reached out to me just prior to Hurricane Michael to open a dialogue with the TDC and Bay County about whether and how the State Park could be incorporated into our 18.5-mile project area. I had already begun cost-estimates for a stand-alone initial restoration project when Hurricane Michael hit. Following the storm and per discussions with the TDC Director, I finalized these calculations and submitted a State Legislative funding request via the annual FDEP Beaches local government funding process for \$14.5 million in state funding (100% state cost-share) for an initial beach restoration at St. Andrews State Park. Per state beach management rules, beach state parks are eligible for 100% state funding (no local share). However,

and notably, this is an extremely high project cost and will be challenging, if not impossible, to attempt to secure from the state in one funding cycle. However, it's important that we take this first step at pursuing this needed funding. If funding could be secured this Legislative Session, I will attempt to swiftly finalize a beach design and modify our existing beach permits and authorizations using the existing borrow areas. I would then attempt to bid out the restoration project locally (Bay County, just like the 2017 hot spot renourishment project) with hopes to take advantage of a dredging contractor being in the area for the anticipated USACE-led repair renourishment project.

State (Florida Department of Environmental Protection) Existing Grants

State (FDEP) Funding and Grants Status

I pursue state cost-sharing on all eligible beach management activities, and we have benefited from securing, encumbering, and receiving reimbursement from the State over the last fifteen years for all eligible activities that we have sought cost-sharing for. Our state grant contracts provide State of Florida cost-sharing for pre-approved beach renourishment related work with monies currently encumbered in two active state grant contracts – 19BA2 and 20BA1. In addition, a history of the recently closed grants – 18BA1 and 19BA1 – is provided below. I will continue to make the most efficient and expedient use of the funds in our state FDEP grants to maximize benefit to our Third Cent Bed Tax Trust Fund. We must try to remain active and make the most efficient use of our state grant contracts in as timely a manner as possible. I prepare and coordinate with Bay County Finance to submit to FDEP the required quarterly reporting for the grants as well as quarterly detailed reimbursement request billings to grant(s) as applicable. The quarterly billing accounting spreadsheets require detailed and exact invoice and payment details, which I draft and finalize with the assistance of Bay County Finance.

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

State Grant Contract 18BA1

The County and State executed state grant contract 18BA1 in May 2018. State grant contract 18BA1 encumbered \$4,628,670 in state funding reimbursement for approved work related to the 2017 beach renourishment project design, construction, and monitoring. The development of the grant contract required providing all the project documents including contracts, drawings/specifications, task orders, scopes of work, change orders, etc. issued to Weeks Marine, Aptim, Dewberry | Preble-Rish, and Turtle Watch. These documents provided the details for the summary scopes of work and cost tables incorporated into the grant contract. I coordinated with the Bay County TDC Attorney and Bay County Attorney on the grant contract template language provided by FDEP. I conducted the necessary coordination and document preparation, including completing the Novus Agenda documents for BOCC approval and execution of the grant contract.

Once the contract was fully executed, I organized all contract and task order billing documents to include documentation of all task submittals and contractor invoices, creation of a

Exhibit A

monitoring task summary narrative, and finally, I completed a full draft reimbursement billing package. I then coordinated submittal with and by Bay County Finance to finalize the state reimbursement request. As part of this process, in July 2018, I requested and coordinated with FDEP on Change Order #1 to the grant contract to move a small amount of excess state funding (\$557) from the design category to the construction; this enabled us to expend the entire amount of funding awarded by the grant. I coordinated with FDEP and assisted Bay County Finance with the final submittal of the billing package and required backup financial documents to receive reimbursement in the amount of \$4,618,932, which was received by Bay County in mid-August. The remaining state funding in the amount of \$9,737 was billed and reimbursed with the completion (and payment to contractors) of the 2018 surveying and monitoring tasks in October 2018, and the grant was subsequently closed out. Again, we received a total of \$4,628,670 from the state under this grant.

State Grant Contracts 19BA1 and 19BA2

The County and State executed state grant contracts 19BA1 and 19BA2 in June 2019. State grant contract 19BA1 encumbered \$986,367 in state funding reimbursement for design and construction associated with the 2017 beach renourishment project appropriated by the Legislature in 2018. State grant contract 19BA2 encumbered \$380,877 in state funding for 2017 through 2020 monitoring.

The funding in state grant contract 19BA1 includes the construction project shortfall as well as reimbursement for the increase in cost-share for all the tasks covered (and already reimbursed) by state grant contract 18BA1. The state funding shortfall originated because the FY 17-18 state funding request of \$4.6 million was completed concurrently with the development of strategy and planning for the 2017 beach renourishment project when exact costs were unknown; thus, the cost-estimate and funding request was slightly less than the actual full construction and monitoring costs incurred for the 2017 beach renourishment construction project. The increase cost-share originated from the effort made by Bay County to install bike racks at as many of the county access points as logical and feasible. This effort is detailed further in the bike rack section further in this document.

In July/August 2019, I organized all contract and task order billing documents to include documentation of all task submittals and contractor invoices, creation of a task summary narratives, and, with coordination with Bay County Finance, the completion of the first and final reimbursement billing package for state grant contract 19BA1. This was the most complicated billing to date given the increase in cost-share on tasks previously paid out under state grant contract 18BA1, partially paid tasks also paid out through 18BA1, and then the remaining tasks that hadn't yet been billed to any grant contracts. With a little extra coordination with FDEP, we were successful in finalizing this billing and receiving all \$986,367 in reimbursement for design, construction, and construction management services for the 2017 construction project. This contract will now be closed.

In August 2019, I organized all contract and task order billing documents to include documentation of all task submittals and contractor invoices, creation of a task summary narratives, and, with coordination with Bay County Finance, the completion of the first reimbursement billing package for state grant contract 19BA2. Like the 19BA1 efforts, this was a complicated billing given the increase in cost-share on tasks previously paid out through 18BA1, partially paid tasks also paid out through 18BA1, and the remaining tasks that hadn't yet been billed to any grant contracts. We have submitted our first payment request for \$104,512 for monitoring tasks in 2017, 2018, and 2019 and should receive the reimbursement any day. We will continue to bill to this contract for the remaining 2019 monitoring work (turtle monitoring) and for monitoring tasks in 2020. We will not have any issue expending all funds in this grant, and then will move to billing to state grant contract 20BA1 as described next.

New State Grant Contracts 20BA1

FDEP has sent us a new state grant contract 20BA1 for the state funding of \$94,050 for future monitoring appropriated by the Legislature in 2019. I anticipate exhausting all monitoring funds in contract 19BA2 before expending this money. However, I will expeditiously coordinate with the Bay County TDC Attorney and Bay County Attorney and conduct the necessary coordination and document preparation to include completing the Novus Agenda documents for BOCC approval and execution of the grant contract so that the money is encumbered.

Once the contracts are executed and after we have exhausted the funding in grant 19BA2, I will organize all contract and task order billing documents to include documentation of all task submittals and contractor invoices and creation of a monitoring task summary narrative. I will complete the first full draft reimbursement billing package and will coordinate submittal with and by Bay County Finance to finalize state reimbursement requests under this grant.

State (Florida Department of Environmental Protection) FY 2017-21 Funding Requests and State Cost-Sharing Eligibility

State (FDEP) FY 2018-2019 Funding Request

The Panama City Beaches project requested, and the State Legislature appropriated \$986,367 (construction) and \$205,683 (monitoring) in the state's FY 18-19 budget. This money was successfully secured as part of the Legislative process, and the funds were encumbered in state grant contracts 19BA1 and 19BA2, as described above.

State (FDEP) FY 2019-2020 Funding Request

On August 1st, 2018, I submitted a detailed state grant funding request package for FY 2019-2020. The request included \$94,050 in new state funding for the 3rd year post-construction monitoring activities. This money was successfully secured as part of the Legislative process, and the funds are being encumbered in a new state grant contract 20BA1, as described above. These monitoring monies should carry us through the next couple of years.

State (FDEP) FY 2020-2021 Funding Request

On July 31st, 2019, I submitted a detailed state grant funding request package for FY 2020-2021 to the State Legislature through the annual FDEP Beaches local government funding request process. The request included \$3,000,000 in state funding for the local share of the anticipated USACE-led repair construction project as well as \$14.5 million in state funding (100% state cost-share) for an initial beach restoration at St. Andrews State Park as described above. It is anticipated that the USACE-led repair construction project will be 100% federally-funded, but until we are 100% certain of this, and so as not to miss critical Legislative deadlines, I submitted the \$3,000,000 request to cover the state cost-share of a local cost-share of the federal project.

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

This submission also requires details – GIS mapping and spreadsheets – associated with our state cost-sharing eligibility as determined by a formula related to zoning, public beach access, and land use. See additional information on the parking and access subject below. I will respond to any Requests for Additional Information from FDEP on the request and provide any additional

necessary documentation or mapping. I will evaluate FDEP's scoring and ranking of the project on the beach management funding assistance beach project list, and I will engage and coordinate with FDEP if I don't believe the scoring is accurate.

State (FDEP) FY 2021-2022 Funding Request

In early summer 2020, I will complete another detailed state grant request package for FY 2021-2022. This request is typically due to FDEP in late July/early August. As part of the package, I will prepare an updated Bay County/Bay County TDC beach renourishment resolution. I will conduct the necessary coordination and document preparation with Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the resolution. I will also coordinate the submittal of the funding request package under the County Manager's signature. Given the anticipated USACE-led repair construction project planned for 2020 and barring a major storm event, the FY 2021-2022 funding request is likely to include only monitoring activities.

Parking and Access GIS-Based Maps and State Cost-Share Eligibility & Bay County Public Access Bike Rack Installation Project

Several years ago, the State revised Rule 62B-36, the Beach Management Funding Assistance Program. The rule details the criteria associated with the project ranking for funding purposes and details how a project's state cost-sharing is determined. The state cost-sharing calculation and documentation process was revised as part of these changes, and these only became more cumbersome. As part of our FY 2017-2018 state FDEP grant funding request, and then again for FY 2018-2019, and with the assistance of Aptim GIS staff, I completed a detailed reassessment of our project area for both project ranking and cost-sharing eligibility. This includes both spreadsheet and GIS-based mapping of hotels, motels, condo resorts, parks; public beach access and parking; and commercial and recreational land use/zoning. Notably, the revised rule now allows for cost-sharing eligibility for bike racks located at public beach access points.

The final GIS-based drawings display the parking and access and illustrate the state cost-sharing eligibility in visual form. This enabled me to provide revised recommendations on what the TDC, Bay County, and the City of Panama City Beach may do to increase state cost-sharing based on the project's current eligibility.

As part of final implementation of the 2017 beach renourishment construction project and with a financial analysis of the impact of bike rack installation on state cost-sharing eligibility, the Bay County TDC and Bay County agreed to move forward with bike rack installations at the county public access points. During 2018, I worked with the Bay County Parks staff on the bike rack installation project. Bay County Parks staff inventoried which accesses could accommodate bike racks and how many. As of August, they have completed the purchase and installation of all the bike racks. I updated the project GIS-based drawings and associated eligibility spreadsheets, which I provided to FDEP and successfully revised the project area eligibility. This new state cost-share calculation was incorporated into the new state grant contracts 19BA1, 19BA2, and 20BA1 to the benefit of state cost-sharing. These benefits will apply not only to eligible work moving forward but also applied retroactively towards additional cost-share on the 2017 renourishment construction project and monitoring activities.

In the future, I would like to open discussion with the TDC Director and the City of Panama City Beach to pursue bike rack installation at city access points as well, which can potentially further increase the project's state cost-sharing moving forward.

Beach & Borrow Area Surveying/Monitoring

Beach and Borrow Area Monitoring

Exhibit A

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

2019 Beach Monitoring

Following Hurricane Michael, I recommended and the TDC agreed that a post-storm survey was justified to quantify losses to the beach. I coordinated the necessary scopes of work with the coastal engineering consultants – Dewberry | Preble-Rish (for surveying of the beach and borrow areas) and Aptim (for monitoring analysis). The survey portion of the work was completed in December 2019 with report submitted in February 2020, and the monitoring analysis was completed with a report submitted in July 2020. Given the timing of this survey, I requested and FDEP approved allowing this survey to serve as our permit-required annual beach survey in lieu of conducting another survey not even 6 months later. I didn't believe another survey was justified given that it would show only marginal changes to the beach; this is a cost savings of slightly over \$100,000. In addition, the survey and monitoring analysis were approved by FDEP for state cost-sharing and incorporated into state grant 19BA2.

2020 Beach and Borrow Area Monitoring

The status of the USACE-led repair construction project will determine the necessity, timing, and requirements of the 2020 beach monitoring. The USACE is planning to conduct a pre-construction survey in the late 2019 timeframe to update the project design (which is being developed based on the November 2018 post-Michael survey). We may be responsible for performing the immediate full post-construction beach and borrow area survey following the completion of construction, with timing unknown. Regardless, I will make sure we meet our permit-required surveying. If survey work is required, I will prepare the documents and conduct the coordination with Bay County in order to finalize task orders for this work. Finally, I will coordinate so that the scope of work and their associated detailed costs are formally incorporated into a state grant contract, and I will conduct the necessary coordination and document preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the task orders.

Sea Turtle Monitoring

2019 Sea Turtle Monitoring

Per our beach renourishment state and federal permits, sea turtle monitoring is required during the initial year following beach renourishment construction and for the three subsequent years. Sea turtle nesting season occurs from May 1st to October 31st.

The 2019 sea turtle monitoring program is wrapping up and was once again led this year by Kennard Watson and Turtle Watch, St. Andrews Bay Resource Management Association (RMA).

2020 Sea Turtle Monitoring

I will lead the process and work with the TDC Director and Bay County to secure the necessary monitoring program and contract with Turtle Watch for the 2020 sea turtle nesting season. I will coordinate so that the scope of work and their associated detailed costs are formally incorporated into a state grant contract, and I will conduct the necessary coordination and document

preparation with FDEP and Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the contract.

Notably, construction of the anticipated USACE-led repair construction project may overlap the 2020 sea turtle nesting season. Per permits and authorizations, sea turtle nest relocation efforts may be required. Nests are relocated if it is anticipated that renourishment construction activities could impact the nest before hatching. If there is a chance that this might occur, relocation effort costs will be incorporated into the Turtle Watch contract as a separate and optional line item.

Scarp Leveling and Tilling, and Scarp Monitoring

Scarp Leveling and Tilling 2018-20

Per our beach renourishment state and federal permits and authorizations, scarp leveling and tilling of the beach are required prior to sea turtle nesting season (May 1st to October 31st) and preferably before the beginning of bird nesting season (February 15th) for the initial year following beach renourishment construction and for the three subsequent years (2018, 2019, 2020). Scarps are steep, vertical drops of the beach berm caused by high water events or high tides; these scarps are of concern for sea turtle nesting and hatchling emergence. In addition, the permits require weekly scarp monitoring during sea turtle nesting season (May 1st to October 31st). The immediate 2017 post-construction tilling work was incorporated into the beach renourishment construction contract with Weeks Marine.

In the fourth quarter of 2017, I lead the Bay County Invitation to Bid effort to secure a tilling contractor for the remaining three years of permit-required tilling. This required working with Aptim to produce a set of tilling technical drawings and specifications and coordinating with the Bay County TDC Director and Attorney; and Bay County Purchasing, Risk Management, and Attorney staff on completing, advertising, and awarding the bid package. I coordinated with Bay County to finalize a 3-year contract with the low bidder, Coastal Parasail. I coordinated with Bay County to issue the first task order in early 2018 for the first year of work, which was completed in mid-February 2018. The second task order was issued in early 2019 for the second year of work, and that tilling work was completed in January 2019.

I will once again coordinate with Bay County to issue the third task order by early 2020 for the third year of work to be completed in the January/February timeframe. It is not likely that the USACE-led repair construction project will be underway until later in 2020; so, we should complete the tilling on schedule and well prior to sea turtle nesting season. I will coordinate and oversee the execution of the tilling and any initial scarp leveling by the contractor. I will coordinate so that the 2020 task order and its associated detailed costs are formally incorporated into a state grant contract and reimbursed.

Scarp Monitoring 2018-20

I will oversee the permit-required weekly scarp monitoring. This work is performed by the beach cleaning contractor, Coastal Parasail, as part of that contract. One of the beach cleaning contractor's personnel will verbally review the weekly measurements with me, and I maintain the reporting as well as communicate and coordinate with the state and federal agencies and our sea turtle monitoring contractor on if and where the scarps are large and persistent enough to require leveling. If deemed necessary by the agencies, I will work with the TDC Director to issue work orders to the contractor to level scarps, which will require close coordination with the state and federal agencies and our sea turtle monitoring contractor. Additional scarp leveling is likely to be necessary in the first couple years following beach renourishment construction as the project equilibrates; however, no persistent scarp activity has been noted thus far in 2018 nor in 2019.

Exhibit A

Scarp monitoring during the 2020 sea turtle nesting season will continue regardless of whether the USACE-led repair construction project is underway or not.

**BEACH RENOURISHMENT MANAGEMENT CONSULTING SERVICES
PROPOSAL – MEXICO BEACH**

LISA H. ARMBRUSTER, *SUSTAINABLE BEACHES, LLC*

August 27th, 2019

In addition to serving as the Bay County TDC’s beach renourishment project manager for the Panama City Beaches program, I will also serve in this role for Mexico Beach as we develop a beach restoration project in response to Hurricane Michael. I will serve as the project manager for all coordination, tasks, and contracts associated with developing this project. I will lead, manage, and coordinate the efforts for all beach restoration planning, design, permitting, and ultimately construction and monitoring activities. I will also manage all Bay County grant requests, contracts, and funding associated with developing this beach restoration program, and I will coordinate with the Bay County TDC and CDC Directors/Bay County Finance and FDEP to submit the necessary reports and reimbursement billings.

Beach Restoration Design and Permitting

Following Hurricane Michael to date, I have led the effort to lay the groundwork for a beach restoration project for Mexico Beach. I initiated contact and continue to coordinate with the Florida Department of Environmental Protection (FDEP) Beaches program regarding the Bay County TDC and CDC’s lead in developing a beach restoration project for Mexico Beach. I developed a plan to initiate surveying, design and permitting, and an offshore sand source investigation for Mexico Beach and coordinated these efforts with our Master Services Coastal Engineering Firms – Dewberry/MRD and Aptim to finalize scopes of work for these tasks. I coordinated extensively with and provided and discussed these scopes of work to FDEP in anticipation of eventual state cost-sharing. I prepared task orders for the work and coordinated with the TDC Attorney and County Attorney on the Novus Agenda documents for BOCC approval and execution of the task orders. Given the extreme damage suffered by Mexico Beach as a result of Hurricane Michael, and with our clear intent of pursuing a restoration project by issuing task orders to begin design and permitting, FDEP uncharacteristically offered us a 50/50 cost-share outside of the annual FDEP Beaches local government funding request process for the work. While securing future funding in the amount of approximately \$25 million for the actual construction of an initial beach restoration for Mexico Beach is the biggest challenge, getting the project designed and permitted are initial critical and lengthy steps that demonstrate the importance of and ambition to pursue this project by Bay County, the TDC, and the CDC.

As we continue to move forward, I will continue to manage these efforts to design, identify an offshore sand source for, and fully permit a beach restoration project for Mexico Beach. The project’s preliminary design is complete, and the offshore sand source investigation field work is also complete. The next milestone will be finalizing a borrow area and incorporating this into the final design and plans. Following that, the formal permitting process can begin with extensive coordination with the environmental agencies. The design and permitting work will continue to require close coordination with FDEP, the US Army Corps of Engineers (USACE), US Fish and Wildlife Service (FWS), Florida Fish and Wildlife Conservation Commission (FWC), Dewberry/MRD, and APTIM.

Beach Restoration Project Funding

I will continue to work with the Bay County TDC Director, CDC Director, and Bay County to strategize on how to ultimately fund the construction of the beach restoration project which is estimated at \$25 million. At this time, the clearest path to funding is the State's FDEP-led Beach Management Funding Assistance Program, the program we have relied on for over 20 years to provide a state cost-share for all beach renourishment work for the Panama City Beaches project. However, in the meantime, we will use the 50/50 state/local cost-share we received from FDEP outside of the annual FDEP Beaches local government funding request process cycle due to the extreme impacts suffered by Hurricane Michael in order to design and permit the beach restoration project.

State (FDEP) FY 2020-2021 Funding Request

On July 31st, 2019, I submitted a detailed state grant funding request package for FY 2020-2021 to the State Legislature through the annual FDEP Beaches local government funding request process. The request included \$25,000,000 in state funding for the entire estimated construction cost for an initial restoration project for Mexico Beach. Notably, per beach management rules, a local match is required for beach projects seeking funding through the State's Beach Management Funding Assistance Program. However, I noted in the funding application that there simply isn't a local funding source at this time.

The annual State Legislative FDEP Beaches grant funding request requires submission of a lengthy narrative, detailed 5-year budget and 10-year plan, funding specifics and administrative commitments, beach restoration resolution, and other project-specific data and calculations. I prepared a Bay County/Bay County TDC beach restoration resolution and coordinated with the TDC Attorney and County Attorney on the Novus Agenda documents for BOCC approval and execution of the resolution.

This submission also requires details – GIS mapping and spreadsheets – associated with our state cost-sharing eligibility as determined by a formula relating to zoning, public beach access, and land use. Again, while I evaluated this cost-sharing eligibility and provided it to FDEP, the actual funding request of \$25 million does not represent an eligibility-based state cost-share. Notably, the Mexico Beach shoreline eligibility calculation results in nearly the full 50% state cost-share for the critically eroded shoreline (per rule). The critically eroded shoreline is only one third of the anticipated restoration project, so we may need to push FDEP to re-evaluate this critically eroded determination in the future. I will respond to any Requests for Additional Information from FDEP on the request and provide any additional necessary documentation or mapping. I will evaluate FDEP's scoring and ranking of the project on the beach management funding assistance beach project list, and I will engage and coordinate with FDEP if I don't believe the scoring is accurate. Unfortunately, I do not expect this project to rank nearly as high (and will likely rank low) as the Panama City Beaches project on the FDEP project priority list. This boils down to the fact that the project's scoring is based on things like whether it is a federal shore protection or FEMA Cat G project, whether there is dedicated local funding source, and whether the project has current permits, etc, which we garner no points for.

State (FDEP) FY 2021-2022 Funding Request

If we do not have success in securing funding for the project in FY 2020-2021, I will complete another detailed state grant request package for FY 2021-2022. This request is typically due to FDEP in late July/early August. As part of the package, I will prepare an updated Bay County beach restoration resolution. I will conduct the necessary coordination and document preparation with Bay County, to include completing the Novus Agenda documents for BOCC approval and execution of the resolution. I will also coordinate the submittal of the funding request package under the County Manager's signature.

State Grant Contract 19BA3

The County and State executed state grant contract 19BA3 in June 2019. State grant contract 19BA3 encumbered \$380,877 in state funding. The grant provides \$30,877 in reimbursement for the 2017 feasibility study update conducted by the CDC in 2017 as well as \$350,000 for design and permitting of a beach restoration project. I coordinated with the Bay County TDC Attorney and Bay County Attorney and conducted the necessary coordination and document preparation to include completing the Novus Agenda documents for BOCC approval and execution of the grant contract so that the money was expeditiously encumbered.

In July/August 2019, I organized the task order billing documents to include documentation of all task submittals and contractor invoices, and creation of a task summary narrative in order to draft the first reimbursement billing package for this grant. With coordination with Bay County Finance, the first reimbursement billing package for state grant contract 19BA3 was finalized and sent to FDEP, and Finance should receive the \$30,877 in reimbursement for the CDC-funded 2017 feasibility study update any day. Once received by Bay County Finance, this money can be transferred to the CDC. I will continue to prepare and coordinate with Bay County Finance to submit to FDEP the required quarterly reporting for the grant as well as quarterly detailed reimbursement request billings to grant(s) as applicable. The quarterly billing accounting spreadsheets require detailed and exact invoice and payment details, which I draft and finalize with the assistance of Bay County Finance.

Mexico Beach Renourishment Management Consulting Services Fee

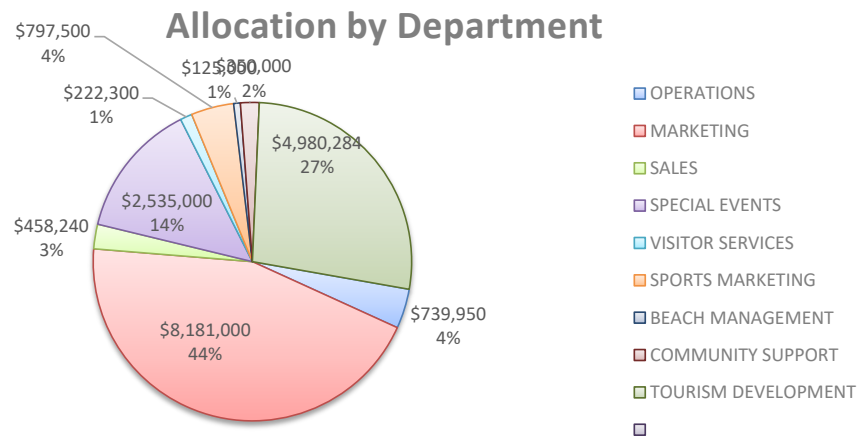
The cost of the beach renourishment management consulting service remains at \$3,000, payable monthly. The services will continue monthly at the discretion of the TDC Director and/or CDC Director. I will travel to Mexico Beach, Panama City Beach, and Tallahassee to attend necessary meetings with Dewberry, APTIM, FDEP, FWS, and/or FWC. All labor and expenses are included.

Visit Panama City Beach 2020 Budget



Revenues	FY 2020 Draft	FY 2019	% of Budget
Fund 125 Current Year Collections	\$12,711,719	\$10,569,008	62.3%
Fund 127 Current Year Collections	\$150,000	\$150,000	0.7%
Fund 128 Current Year Collections	\$781,178	\$1,991,543	3.8%
Co-Op Income	\$100,000	\$150,000	0.5%
Fees from Website	\$2,000	\$0	0.0%
Corporate & Event Sponsorship Income	\$250,000	\$350,000	1.2%
Syndication Fees CTS	\$3,000	\$0	0.0%
Event Income	\$130,000	\$100,000	0.6%
Interest Income	\$31,000	\$5,000	0.2%
Excess Collections from From Prior Year	\$1,600,000	\$2,202,600	7.8%
CVB Unrestricted Assets (cash)	\$2,168,377	\$1,660,000	10.6%
Recognized Funds from Previous Year	\$2,400,000	\$2,975,000	11.8%
BCC General Fund-Film Commission	\$30,000	\$30,000	0.1%
Micellaneous Income	\$5,000	\$0	0.0%
Grants	\$50,000	\$50,000	0.2%
TOTAL	\$20,412,274	\$20,233,151	100.0%

Expenses		FY 2020 Draft	FY 2019	% of Budget
OPERATIONS	Dept. 60	\$739,950	\$761,450	3.6%
MARKETING	Dept. 61	\$8,181,000	\$8,141,000	40.1%
SALES	Dept. 62	\$458,240	\$412,260	2.2%
SPECIAL EVENTS	Dept. 63	\$2,535,000	\$2,455,000	12.4%
VISITOR SERVICES	Dept. 64	\$222,300	\$222,300	1.1%
SPORTS MARKETING	Dept. 66	\$797,500	\$703,500	3.9%
BEACH MANAGEMENT	Dept. 67	\$125,000	\$125,000	0.6%
COMMUNITY SUPPORT	Dept. 68	\$350,000	\$275,000	1.7%
TOURISM DEVELOPMENT	Dept. 69	\$4,980,284	\$5,291,214	24.4%
PERSONAL SERVICES	Dept. 00	\$2,023,000	\$1,846,427	9.9%
TOTAL		\$20,412,274	\$20,233,151	100.0%



OPERATIONS - Dept 60

Budget Information

Department Head: Charlene Honnen

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

Account #	Item	Description	Budget
603201	Accounting Services	CVB Accounting Service Expense	\$30,000
603410	Advertising & Fees	CVB Legal and Job Recruitment Advertising	\$350
603202	Annual Audit	CVB Annual Audit	\$15,000
604030	Auto Allowance	Car Allowance for CVB President	\$6,000
604920	Community & Employee Relations	Community Relations Activities	\$20,000
605402	Dues & Subscriptions	Membership Dues, Subscriptions	\$110,000
603230	Film Commission	Film Commission Expense	\$39,900
604501	Directors & Officers Insurance	Liability Insurance for Directors/Officers	\$8,000
603105	Legal Services	CVB Legal Services	\$90,000
604010	Meetings, Seminars & Travel	Travel & Meeting Expense for Executive Office	\$25,000
604020	Mileage Reimbursement	Local Mileage Reimbursement - day trips only	\$10,000
605101	Office Supplies Services	Office Supplies and Equipment for CVB	\$12,500
604201	Postage & Freight	Postage shipping for CVB Operations and Fulfillment	\$82,000
604701	Printing	Non-marketing related printing	\$5,000
603101	Professional Services	Professional Services Fees and related expenses	\$10,000
604810	Promotional Items	Budget for Logoed and other Giveaway Items	\$50,000
604870	Surveys & Research	Economic Impact/Profiles, DestiMetrics & Other Studies	\$200,000
605510	Training & Development	Continuing Education and Training for Management	\$7,500
605215	Uniforms	Uniforms/Logoed Clothing for CVB Staff	\$7,500
605225	Volunteer Recognition	Recognition for outgoing Officers/Board Members	\$200
604990	Miscellaneous	Uncategorized Operations Expenses	\$1,000
609910	Contingency	Placeholder Budget for unexpected expenses	\$10,000
Total			\$739,950

Budget Snapshot

Total Budgeted Funds	20,412,274
Operations Budget	739,950
% of Budget for Ops	3.6%

MARKETING - Dept 61

Budget Information

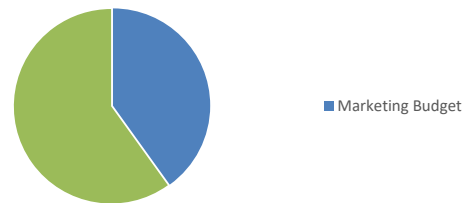
Department Head: Jayna Leach

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

Account #	Item	Description	Budget
613430	Advertising	Advertising Expense to promote PCB	\$5,340,000
613435	Advertising Co-Op	Cooperative Advertising - Partner Expense Only	\$50,000
613432	Advertising Co-Op Special Events	Advertising Support for Event Organizers	\$495,000
613100	Advertising Agency Fees	Costs of Advertising Agency Retainer & Incidentals	\$414,000
613450	Advertising Production	Costs of Producing Marketing Materials	\$540,000
615402	Dues & Subscriptions	Marketing Department subscriptions	\$15,000
614870	Fam Tours	Public Relations Fams - International & Domestic	\$100,000
614520	Interactive Marketing	Website, Social Media, Interactive Marketing	\$575,000
614010	Meetings & Travel	Marketing Department Travel and Seminar Costs	\$30,000
614701	Printing Cost	Marketing related printing	\$95,000
614820	Public Relations - Domestic	Public Relations Expenses - Domestic	\$312,000
614825	Public Relations - International	Public Relations Expenses - International	\$165,000
619910	Contingency	Placeholder Budget for unexpected expenses	\$50,000
Total			\$8,181,000

Budget Snapshot

Total Budgeted Funds	20,412,274
Marketing Budget	8,181,000
% of Budget for Marketing	40.1%



NOTE: Shifted Public Awareness Expense to the TDC Budget - Public Safety

SALES - Dept 62

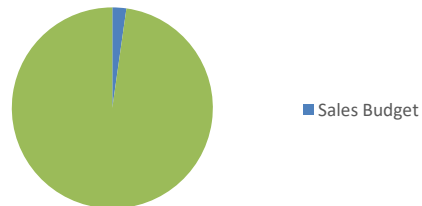
Budget Information

Department Head:	Renee Wuerdeman
Program of Work Overview:	This budget is for the expenses related to the sales efforts in promoting Panama City Beach as a tourist destination. We will focus our sales activities in maintaining our presence within the consumer and group travel segments, developing a robust reunion program, and increasing partner engagement in group sales and other sales initiatives. Emphasis will be placed on the evolution of our product, natural surroundings, accessibility, value, and new offerings that enhance the visitor experience. We will accomplish these goals through consumer shows, tour and travel marketplaces, cooperative opportunities with VISIT FLORIDA, the destination marketing organizations in Northwest Florida and potential co-ops with our accommodation partners.

Account #	Item	Description	Budget
623460	Citywide Convention Expense	Materials expense for Citywide Conventions	\$55,000
623475	Collateral	Printed/Electronic Sales Materials	\$5,240
625402	Dues & Subscriptions	Sales Department Membership Dues	\$33,500
626401	Equipment Purchase	Tradeshows displays	\$10,000
624870	Fam Tours - Inbound	Fam trips for tour and group organizers	\$20,000
624825	International Representation	International Representation for Travel/Trade	\$125,000
624850	Sponsorships	Tradeshows Sponsorships	\$22,000
624010	Travel & Entertainment	Travel costs for Sales Department	\$52,500
624001	Tradeshows	Tradeshows expenses for current year	\$125,000
629910	Contingency	Placeholder Budget for unexpected expenses	\$10,000
Total			\$458,240

Budget Snapshot

Total Budgeted Funds	20,412,274
Sales Budget	458,240
% of Budget for Sales	2.2%



SPECIAL EVENTS - Dept 63

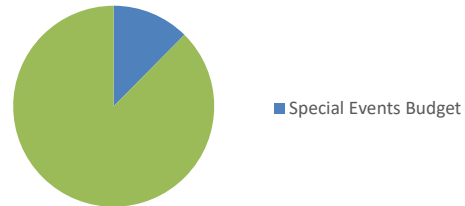
Budget Information

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

Account #	Item	Description	Budget
634905	Festivals & Events	Direct Expenses for CVB Planned Events	\$1,025,000
636401	Equipment	Equipment Purchase to Support Events	\$125,000
634850	Sponsorships	Sponsorship of Events Occuring in PCB	\$1,345,000
634010	Travel & Entertainment	Expenses to attend event related conferences	\$10,000
639910	Contingency	Placeholder Budget for unexpected expenses	\$30,000
Total			\$2,535,000

Budget Snapshot

Total Budgeted Funds	20,412,274
Special Events Budget	2,535,000
% of Budget for Events	12.4%



VISITOR SERVICES - Dept 64

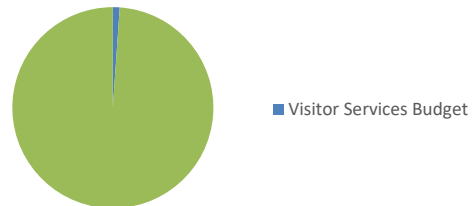
Budget Information

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

Account #	Item	Description	Budget
643498	Contract Labor	Temporary Labor as needed to staff Visitor Centers	\$10,000
644850	Sponsorships	Sponsorships of Winter Resident Activities	\$15,000
645510	Training & Development	Customer Service Training for VIC staff	\$2,400
644010	Travel	Travel for Director of Visitor Services	\$2,400
645201	Visitor Center Supplies	Visitor Center Materials, Decorations & Supplies	\$15,000
644810	Visitor Inquiry Fulfillment	Costs to fulfill visitor inquiries	\$20,000
644905	Visitor Services Events	Visitor Appreciation Events and VIC Activations	\$150,000
649910	Contingency	Placeholder Budget for unexpected expenses	\$7,500
			\$0
			\$0
	Total		\$222,300

Budget Snapshot

Total Budgeted Funds	20,412,274
Visitor Services Budget	222,300
% of Budget for VS	1.1%



SPORTS MARKETING - Dept 66

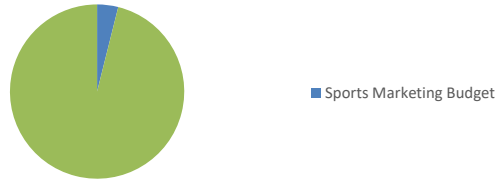
Budget Information

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

Account #	Item	Description	Budget
663440	Awards/Appreciation	Awards for Event Right Holders	\$500
665402	Dues & Subscriptions	Dues for sports related organizations	\$10,000
666401	Equipment	Tradeshaw Booth, banners, etc promoting the new Sports Park	\$8,000
664402	Facility Usage	Facility costs paid on behalf of Event Right Holders	\$102,000
664870	Fam Tours	In-bound Fam Tours of Tournament Decision Makers	\$10,000
664830	Signage	Signage for Promotion of PCB Sporting Events	\$3,000
664850	Sponsorships	Sponsorship of Sporting Events that promote tourism in PCB	\$154,000
664860	Sporting Bid/Host Fees	Bid/Event Hosting Fees to bring events to PCB	\$432,000
664001	Tradeshows	Sports Tradeshaw Expenses	\$18,000
664010	Travel & Entertainment	Travel Expenses for Sports Marketing	\$35,000
669910	Contingency	Placeholder Budget for unexpected expenses	\$25,000
Total			\$797,500

Budget Snapshot

Total Budgeted Funds	20,412,274
Sports Marketing Budget	797,500
% of Budget for Sports	3.9%



BEACH MANAGEMENT - Dept 67

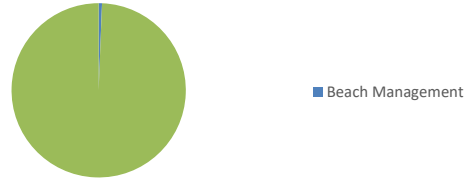
Budget Information

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

Account #	Item	Description	Budget
673498	Contract Labor	Contract for CVB's Coastal Engineering Consultant	\$120,000
675402	Dues & Subscriptions	Beach related membership dues	\$1,500
679910	Contingency	Placeholder Budget for unexpected expenses	\$3,500
Total			\$125,000

Budget Snapshot

Total Budgeted Funds	20,412,274
Beach Management	125,000
% of CVB Budget for Beach	0.6%



COMMUNITY SUPPORT - Dept. 68

Budget Information

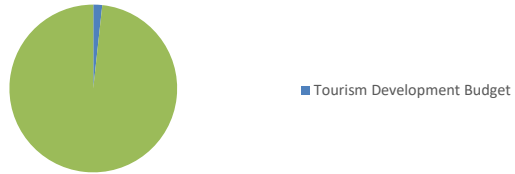
Department Head: Dan Rowe

Program of Work Overview: Funds for the Northwest Florida Tourism Council (NWFLTC), the City of Panama City Beach, and other not-for-profit entities that have tourism promotion activities/functions. The NWFLTC, comprised of the destination marketing organizations along the coast of Northwest Florida, has taken over the operation of the US 231 Welcome Center. This budget supports Bay County's share of the Center's operational costs.

Account #	Item	Description	Budget	
683405	Community Support - Development	Support for organizations engaged in tourism development	\$	350,000
Total				\$350,000

Budget Snapshot

Total Budgeted Funds	20,412,274
Tourism Development Budget	350,000
% of Budget for Future Projects	1.7%



TOURISM DEVELOPMENT PROJECTS - Dept. 69

Budget Information

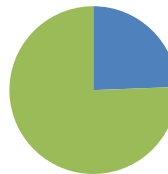
Department Head: Dan Rowe

Program of Work Overview: Funds for CVB-owned and/or developed tourism assets on Panama City Beach, including Sports Park & Stadium Complex at Breakfast Point, the Chasin' the Sun TV Program, Visit Panama City Beach Magazine, and ongoing maintenance costs of the Celebration Tower.

Account #	Item	Description	Budget
695465	Planning	Planning Costs for project development	\$ 2,880,284
694820	Mexico Beach & Panama City CDC Support	Financial Support for the MB and PC CDCs	\$ 1,200,000
693466	Chasin' the Sun TV	Production Costs of Chasin' the Sun TV Program	\$ 600,000
693450	Visit PCB Magazine - Production	Production Costs for Visit PCB Magazine	\$ 165,000
694701	Visit PCB Magazine - Printing	Printing Costs for Visit PCB Magazine	\$ 135,000
Total			\$4,980,284

Budget Snapshot

Total Budgeted Funds	20,412,274
Tourism Development Budget	4,980,284
% of Budget for Future Projects	24.4%



■ Tourism Development Budget

Personal Services

Budget Information

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

Account #	Item	Description	Budget
601200	Salaries	Staff salaries, wages & holiday bonus	\$1,600,000
602200	401k Program	CVB retirement program expense	\$66,500
602300	Employee Insurance Costs	CVB expense for staff insurance benefits	\$225,000
602400	Works Comp Insurance	CVB expense for Workers Comp	\$6,000
602100	Unemployment Tax	Unemployment Tax	\$500
602100	Payroll Taxes	Payroll Taxes	\$125,000
Total			\$2,023,000

Budget Snapshot

Total Budgeted Funds	20,412,274
Personal Services Budget	2,023,000
% of Budget for Personnel	9.9%

