



City of
Panama City Beach

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

CITY COUNCIL
Regular Meeting Agenda
Thursday, October 13, 2022
6:00 p.m.

- A. CALL TO ORDER**
- B. INVOCATION BY DR. STEVEN TAYLOR FROM EMERALD COAST FELLOWSHIP**
- C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PHIL CHESTER**
- D. COMMUNITY ANNOUNCEMENTS**
- E. APPROVAL OF MEETING MINUTES**
 - 1. September 22, 2022 Regular Meeting Minutes
- F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS**
- G. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)**
- H. CONSENT AGENDA**
 - 1. RESOLUTION NO. 23-01, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES FOR THE SAN SOUCI DRAINAGE IMPROVEMENT PROJECT.**
 - 2. RESOLUTION NO. 23-02, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MULTI-YEAR AGREEMENT WITH GRANICUS, INC. FOR THE PURCHASE OF ENCODING APPLIANCE HARDWARE, REAL TIME CLOSED CAPTIONING SERVICES AND RELATED SOFTWARE LICENSES IN THE INITIAL ANNUAL AMOUNT OF \$18,614.50.**
 - 3. RESOLUTION NO. 23-03, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WASTEQUIP MANUFACTURING COMPANY, LLC FOR THE PURCHASE OF ONE TRASH COMPACTOR FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$32,792.58.**
 - 4. RESOLUTION NO. 23-04, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 24TH ANNUAL VISIT PANAMA CITY BEACH IRONMAN FLORIDA EVENT; CONSENTING TO THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, NOVEMBER 5, 2022 AND SUNDAY, NOVEMBER 6, 2022 FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.**

5. **RESOLUTION NO. 23-05, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FRANK BROWN PARK COMMUNITY CENTER ANNEX - SAFE ROOM PROJECT.**
6. **RESOLUTION NO. 23-06, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM REX REID, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$8,289.00) PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**
7. **RESOLUTION NO. 23-07, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S PERSONNEL POLICIES RELATED TO THE SICK LEAVE BANK; PROVIDING THAT PARTICIPANTS IN THE DROP SHALL BE ENTITLED TO A PAYOUT OF UP TO 250 HOURS PER YEAR FOR EACH YEAR THEY ARE IN THE DROP; REPEALING ALL POLICIES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**
8. **RESOLUTION NO. 23-11, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH INFRASTRUCTURE SOLUTIONS SERVICES, LLC FOR ENGINEERING DESIGN SERVICES FOR UPGRADES TO THE CITY'S WASTEWATER TREATMENT FACILITY, IN AN AMOUNT OF \$116,350.00.**
9. **RESOLUTION NO. 23-12, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH AAG ELECTRIC MOTORS & PUMPS, INC., JIM HOUSE & ASSOCIATES, AND MORROW WATER TECHNOLOGIES, INC., FOR THE PURCHASE OF PUMPS AND A MIXER FOR THE UTILITIES DEPARTMENT IN THE TOTAL AMOUNT OF \$120,439.00.**
10. **RESOLUTION NO. 23-13, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE AN AGREEMENT FOR THE PURCHASE OF ENTERPRISE RESOURCE PLANNING SOFTWARE WITH UNIVERUS, INC.**
11. **ACTION ITEM, APPROVAL OF NEWLY BUDGETED JOB DESCRIPTIONS.**

I. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

1. ML ORDINANCE NO. 1598, REZONING REQUEST LOCATED AT 800 AND 802 YOUNG STREET, SECOND READING / *QUASI JUDICIAL HEARING*.
2. DW ORDINANCE NO. 1597, PROHIBITING SMOKING ON THE SANDY GULF BEACH AND IN CITY PARKS, FIRST READING.
3. KJ APPROVAL OF VILLAGE AT SUNNYSIDE BEACH PLAT, PUBLIC HEARING / *QUASI JUDICIAL HEARING*.
4. CD RESOLUTION NO. 23-08, SETTLEMENT AGREEMENT WITH RESORT HOSPITALITY ENTERPRISES, LTD.
5. MS RESOLUTION NO. 23-10, APPROVAL OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER 22-1926.
6. MS RESOLUTION NO. 23-15, APPROVING A WORK ORDER WITH SMITH INDUSTRIAL SERVICES, INC. (SIS), FOR TANK CLEANING SERVICES AT THE WASTEWATER TREATMENT PLANT.
7. JR RESOLUTION NO. 23-16, APPROVING A GRANT AGREEMENT FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$10,428; AND AUTHORIZING A BUDGET AMENDMENT.
8. LP RESOLUTION NO. 23-17, RATIFYING AND APPROVING THE PURCHASE OF PROPERTY INSURANCE.
9. LP RESOLUTION NO. 23-18, APPROVING THE PURCHASE OF STOP LOSS INSURANCE FROM ONE80 INTERMEDIARIES INSURANCE COMPANY.
- *10. HW RESOLUTION NO. 23-19, AUTHORIZING CONDEMNATION OF PROPERTY, BY THE SEA RESORTS, FOR FRONT BEACH ROAD, SEGMENT 4.1 PROJECT.
11. HW RESOLUTION NO. 23-20, APPROVING AN AGREEMENT WITH DAIKIN APPLIED AMERICAS, INC., FOR THE REPLACEMENT OF TWO CHILLERS.
12. DW DISCUSSION / ACTION ITEM, APPOINT THE PLANNING BOARD CHAIRMAN FOR FY 22-23.

J. CITY MANAGER REPORT

K. CITY ATTORNEY REPORT

L. COUNCIL COMMENTS

M. ADJOURN

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

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

PAUL CASTO X
PHIL CHESTER X
MARY COBURN X
MICHAEL JARMAN X
MARK SHELDON X

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



City Clerk

10/07/2022
Date

PAUL CASTO X
PHIL CHESTER X
MARY COBURN X
MICHAEL JARMAN X
MARK SHELDON X

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.



City Clerk

10/07/2022
Date

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Report community events / announcements in PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

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

Report community events / announcements in PCB.

[10.13.2022.Community Announcements.pdf](#)



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17007 PCB Parkway
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Community Announcements

for

October 13, 2022

Regular Council Meeting

Date/Time	Event	Location
October 14-16	Octoberfest	Aaron Bessant Park
October 15	The Women's Civic Club of Panama City Beach Fall Fling	Frank Brown Park Community Center
October 15	Travel Ball USA Tournaments	Frank Brown Park
October 19-23	Thunder Beach Fall Rally	Frank Brown Park, Aaron Bessant Park
October 22	Youth Fishing Rodeo	Frank Brown Park
October 24 Thru November 9	Early Voting	Frank Brown Park & The Lyndell Center
October 25	Bird Walk by Bay County Audubon	Aaron Bessant Park
Thursday, October 27 9:00 am	Regular City Council Meeting	City Hall



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Review and approve City Council's September 22, 2022 regular meeting minutes.

4. AGENDA:

APPROVAL OF MINUTES

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

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

[09.22.2022.Council Meeting Minutes.Draft.pdf](#)



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MINUTES of the **September 22, 2022** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Mark Sheldon called the September 22, 2022 regular meeting to order at 9:00 a.m.

ROLL CALL

- MAYOR MARK SHELDON**
- VICE MAYOR PAUL CASTO**
- COUNCILMAN PHIL CHESTER**
- COUNCILMEMBER MARY COBURN**
- COUNCILMAN MICHAEL JARMAN**

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

Pastor Ramon Duvall from Beachside Fellowship Church led the invocation. Councilmember Mary Coburn led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the September 8, 2022 regular meeting minutes. **Councilman Chester so moved. Councilmember Coburn seconded the motion. The minutes were unanimously approved by a roll call vote (5-0).**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

APPROVAL OF AGENDA

Mayor Sheldon called for approval, additions and/or deletions to the agenda. Manager Whitman requested the addition of approval of Nighttime Construction/Noise Variance at the new Residence Inn, ratifying one from last night and approving one for tonight. Mayor Sheldon recommended that it be added as new Regular Agenda Item #22. Mayor Sheldon recommended Item #4 be pulled from the Consent Agenda and be moved to the Regular Agenda as new Item #21. Mayor Sheldon called for additional additions and/or deletions, hearing and seeing none, **Councilman Jarman moved to approve the agenda, with changes. Vice Mayor Casto seconded the motion. All were unanimously in favor of approval of the agenda, with amendments, by a roll call vote (5-0).**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

PRESENTATIONS

On behalf of City Council, Councilmember Coburn presented employees with years of service awards. Vice Mayor Casto accepted a \$160,000 check for the splash pool from Cheri Leistner, Past President, and fellow members of the Women's Civic Club of Panama City Beach.

Courtney Drummond, CRA Manager, presented a CRA quarterly update and Director Debbie Ingram and Krista Townsend, CRA Community Outreach Specialist, presented a CRA Community Outreach Efforts presentation, copies **attached**.

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

Mayor Sheldon opened the floor to non-agenda business public comments, limited to three minutes each.

1. Molly Allen, Lullwater Lake Resident – Ms. Allen passed around a picture taken in 1993 of Lullwater Lake. Ms. Allen thanked Representative Jay Trumbull and City Council members for securing money to restore Lullwater Lake. Ms. Allen encouraged everyone to take care of the City's/County's freshwater lakes and inland systems. Ms. Allen inquired if any of the funds had been spent to restore Lullwater Lake and where citizens could go to follow how the funds were being spent. Ms. Allen noted that she could not stay for the entire meeting and would log-on later for the answers.
2. Alfie Martin, Resident – Mr. Martin commented on the traffic on Middle Beach Road, Front Beach Road and at the corner of Oleander Drive. Mr. Martin added that he has property at the corner of Oleander Drive and he would be impacted by a parking lot being built at that corner. Mr. Martin asked Council to try to control the noise better, the cars and motorcycles, on Front Beach Road.

Mayor Sheldon called for additional comments. Hearing and seeing none, Mayor Sheldon closed public comments.

Mayor Sheldon asked Manager Whitman to respond to Ms. Allen's questions since she needed to leave. Manager Whitman reported, to his knowledge, the City had not spent any of the appropriation for the Lullwater Lake cleanup. Manager Whitman added that the Public Works Department would begin the project by reaching out to an environmental group, the first step, and he would have data ready and/or post something on line regarding the funding.

CONSENT AGENDA

RESOLUTION NO. 22-214, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AMOUNT OF \$2,849.50 TO BE LIENED ON PROPERTY LOCATED AT 256 EAGLE DRIVE, FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

RESOLUTION NO. 22-215, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CLARK EQUIPMENT COMPANY FOR THE PURCHASE OF A BOBCAT COMPACT EXCAVATOR FOR THE STREET DEPARTMENT IN THE BASIC AMOUNT OF \$72,637.46.

RESOLUTION NO. 22-216, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM SUNSET AVENUE INVESTMENTS, LLC, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$12,750.00) PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR

SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

MOVED TO REGULAR AGENDA #21 - RESOLUTION NO. 22-218, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS FOR TRANSPORTATION ENGINEERING AND DESIGN SERVICES FOR NORTH/SOUTH CONNECTOR ROADS IN THE CITY'S FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA.

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

Mayor Sheldon asked the Clerk to read the amended Consent Agenda. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve the Consent Agenda, with changes. Vice Mayor Casto seconded the motion. All were unanimously in favor of approval of the consent agenda, with amendments, by a roll call vote (5-0).**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1588, SMALL SCALE FUTURE LAND USE MAP AMENDMENT LOCATED AT 800 AND 802 YOUNG STREET, SECOND READING / QUASI JUDICIAL HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1588 by title only.

Mayor Sheldon announced this was a Quasi-Judicial Hearing and asked Councilmembers to make **Jennings Disclosures**. Councilman Jarman noted he had nothing to disclose. Vice Mayor Casto reported he had not talked with anyone about this item. Councilmember Coburn reported she had visited the site, attended the Planning Commission meeting and had talked with staff and some residents. Councilman Chester reported he talked with staff and knew where the property was located. Mayor Sheldon reported he had nothing to disclose.

Mayor Sheldon **convened the public hearing** on Item #1. Hearing and seeing no comments, Mayor Sheldon closed the public hearing and invited Director Leonard to comment.

Director Leonard reported that this was a small-scale future land use map amendment from "Single Family" to "Tourist." Director Leonard added that the Planning Board considered this request at its July 13, 2022 meeting and recommended approval of this portion of the request.

Mayor Sheldon noted this item was available to Council. Mayor Sheldon reported he was not in favor of this item at first reading, and he was still not in favor. Mayor Sheldon called for discussion from Council. Discussion regarding single-family homes versus townhomes took place. Director Leonard reported that was the second portion of the request and the zoning designation would not allow for townhomes, however, it would allow for short-term rentals.

Councilman Chester moved to approve Ordinance 1588. Vice Mayor Casto seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance 1588 was approved by a (3-2) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	No
Mayor Sheldon	No

ITEM 2. ORDINANCE NO. 1598, REZONING REQUEST LOCATED AT 800 AND 802 YOUNG STREET, FIRST READING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1598 by title only. Mayor Sheldon called for public comment on Item #2. Hearing and seeing none, Mayor Sheldon closed public comments. Mayor Sheldon invite comment from Director Leonard.

Director Leonard reported this was the rezoning portion of the request that Council just heard. Director Leonard added it was a request to go from R1C (single family housing) to CM (commercial medium intensity). Director Leonard reported further that the Applicant originally applied for a CH designation (commercial high intensity). Director Leonard reported the Planning Board considered the Applicant’s request at its last two meetings and recommended the CM designation; the Applicant agreed to modify the application. Director Leonard explained that the CM designation would limit the height to 35 feet, which the current zoning allowed, it would allow for 3-4 units, depending upon the wetlands, however, it would not allow for townhomes. Director Leonard further discussed the zoning districts under the “Tourist” designation.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1598. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance 1598 was approved by a (3-2) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	No
Mayor Sheldon	No

ITEM 3. ORDINANCE NO. 1590, SMALL SCALE FUTURE LAND USE MAP AMENDMENT LOCATED AT 14602 FRONT BEACH ROAD AND 99 GULF BOULEVARD, SECOND READING / QUASI JUDICIAL HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1590 by title only.

Mayor Sheldon announced this was a Quasi-Judicial Hearing and asked Councilmembers to make **Jennings Disclosures**. Councilman Jarman noted he had nothing to disclose. Vice Mayor Casto reported he had talked with the City Manager and Director Leonard about this parcel. Councilmember Coburn reported she had visited the site, attended the Planning Commission meeting and had talked with staff about this item. Councilman Chester reported he had nothing to disclose. Mayor Sheldon reported he had nothing to disclose.

Mayor Sheldon **convened the public hearing** on Item #3.

Natalie McSwane with BurkeBlue Law Firm – Ms. McSwane reported she was here on behalf of Mike Burke who was unable to attend and on behalf of the Applicant. Ms. McSwane asked that respectfully the scrivener’s error be corrected back to the original designation.

Hearing and seeing no further comments, Mayor Sheldon closed the public hearing and invited Director Leonard to comment.

Director Leonard reported this was a small-scale future land use map amendment from “Single Family” to “Tourist.” Director Leonard further reported the Planning Board considered this request at its July 13, 2022, meeting and recommended approval.

Mayor Sheldon noted this item was available to Council. Hearing and seeing no comments, **Councilman Jarman moved to approve Ordinance 1590. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance 1590 was unanimously approved by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 4. ORDINANCE NO. 1591, REZONING REQUEST LOCATED AT 14602 FRONT BEACH ROAD AND 99 GULF BOULEVARD, SECOND READING / QUASI JUDICIAL HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1591 by title only.

Mayor Sheldon announced this was a Quasi-Judicial Hearing and asked Councilmembers to make **Jennings Disclosures**. Councilman Jarman noted he had nothing to disclose. Vice Mayor Casto reported he had talked with the City Manager and Planning Director about this parcel. Councilmember Coburn reported same as previously stated. Councilman Chester reported he had nothing to disclose. Mayor Sheldon reported he had nothing to disclose.

Mayor Sheldon **convened the public hearing** on Item #4.

Natalie McSwane with BurkeBlue Law Firm –Ms. McSwane asked for the same request as the previous item, that the scrivener’s error be respectfully corrected back to the original designation.

Hearing and seeing no further comments, Mayor Sheldon closed the public hearing. Mayor Sheldon noted this item was available to Council. Hearing and seeing no comments, **Councilman Jarman moved to approve Ordinance 1591. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance 1591 was unanimously approved by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 5. ORDINANCE NO. 1592, WATER, SEWER AND RECLAIMED RATES FOR FISCAL YEAR 22/23, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1592 by title only. Mayor Sheldon called for public comment on Item #5. Hearing and seeing no public comment, Mayor Sheldon closed the public hearing/public comment period.

Mayor Sheldon noted this item was available to Council. Hearing and seeing no comments, **Councilman Jarman moved to approve Ordinance 1592. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance 1592 was approved by a (4-1) roll call vote.**

Councilmember Coburn	No
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 6. ORDINANCE NO. 1593, AMENDING THE FIREFIGHTERS' RETIREMENT PLAN EXTENDING THE DEFERRED RETIREMENT OPTION PLAN (DROP) PERIOD, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1593 by title only. Mayor Sheldon called for public comment on Item #6. Hearing and seeing no public comment, Mayor Sheldon closed the public hearing/public comment period.

Mayor Sheldon called for comments from Assistant Director White. Ms. White reported that since the first reading of the Ordinance, all three Pension Boards had met, and all three Boards were unanimously in favor of this and the next two Ordinances.

Vice Mayor Casto reminded everyone that there was no cost to the City nor the employees. Ms. White concurred. Mayor Sheldon concurred and added that it was a benefit to employees.

Mayor Sheldon noted this item was available to Council. Hearing and seeing no comments, **Vice Mayor Casto moved to approve Ordinance 1593. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll, **Ordinance 1593 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 7. ORDINANCE NO. 1594, AMENDING THE GENERAL EMPLOYEES' RETIREMENT PLAN EXTENDING THE DEFERRED RETIREMENT OPTION PLAN (DROP) PERIOD, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1594 by title only. Mayor Sheldon called for public comment on Item #7. Hearing and seeing no public comment, Mayor Sheldon closed the public hearing/public comment period.

Mayor Sheldon noted this item was available to Council. Hearing and seeing no comments, **Councilmember Coburn moved to approve Ordinance 1594. Councilman Chester seconded the motion.**

Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll, **Ordinance 1594 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 8. ORDINANCE NO. 1595, AMENDING THE BEACH POLICE OFFICERS' RETIREMENT PLAN EXTENDING THE DEFERRED RETIREMENT OPTION PLAN (DROP) PERIOD, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers read Ordinance 1595 by title only. Mayor Sheldon called for public comment on Item #8. Hearing and seeing no public comment, Mayor Sheldon closed the public hearing/public comment period.

Mayor Sheldon noted this item was available to Council. Hearing and seeing no comments, **Councilman Jarman moved to approve Ordinance 1595. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll, **Ordinance 1595 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 9. ORDINANCE NO. 1596, SPECIAL EVENT ZONES, AARON BESSANT PARK BLACK OUT DATES, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced the City Attorney. Mr. Cole Davis read Ordinance 1596 by title only. Mayor Sheldon called for public comment on Item #9. Hearing and seeing no public comment, Mayor Sheldon closed the public hearing/public comment period.

Mayor Sheldon noted this item was available to Council. All Councilmembers noted they were in favor of Ordinance 1596 and were happy to see the city concerts returning to Thursdays. Mayor Sheldon invited comment from Manager Whitman. Manager Whitman discussed permitted events, following state statues, and increasing security in special event zones.

Councilman Jarman moved to approve Ordinance 1596. Councilmember Coburn seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance 1596 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 10. APPROVAL OF PANAMA CITY BEACH RESORT MARGARITAVILLE COTTAGES PHASE 3 SUBDIVISION PLAT, PUBLIC HEARING / QUASI JUDICIAL HEARING.

Mayor Sheldon announced this was a Quasi-Judicial Hearing on a Plat and asked Councilmembers to make **Jennings Disclosures**. Councilman Jarman noted he had nothing to disclose. Vice Mayor Casto reported he had nothing to disclose. Councilmember Coburn reported she had visited the site and talked with staff. Councilman Chester reported he had nothing to disclose. Mayor Sheldon reported he had nothing to disclose.

Mayor Sheldon **convened the public hearing** on Item #10. Hearing and seeing no comments, Mayor Sheldon closed the public hearing.

Vice Mayor Casto moved to approve the Plat. Councilman Chester seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **The Plat was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 11. RESOLUTION NO. 22-220, APPROVING A PURCHASE ORDER WITH GRAYBAR, FOR PROGRAMMABLE LOGIC CONTROLLERS FOR THE CITY'S WASTEWATER TREATMENT FACILITY.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-220 by title only. Mayor Sheldon called for public comment on Item #11. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-220. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-220 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 12. RESOLUTION NO. 22-221, AN AGREEMENT WITH LARSON ELECTRONICS, LLC FOR THE PURCHASE OF A PORTABLE SUVEILLANCE CAMERA TOWER; AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-221 by title only. Mayor Sheldon called for public comment on Item #12. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-221. Councilman Jarman seconded the motion.** Mayor Sheldon called for further

discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-221 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 13. RESOLUTION NO. 22-222, AMENDING THE HOURLY PARKING FEES FOR CITY PAY TO PARK PARKING LOTS AND PROVIDING AN EFFECTIVE DATE.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-222 by title only. Mayor Sheldon called for public comment on Item #13. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 22-222. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-222 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 14. RESOLUTION NO. 22-223, AN AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ALF COLEMAN ROAD SIDEWALK, LIGHTING AND RESURFACING PROJECT.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-223 by title only. Mayor Sheldon called for public comment on Item #14. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Vice Mayor Casto moved to approve Resolution 22-223. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-223 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 15. RESOLUTION 22-224, APPROVING A FEMA GRANT FOR THE PURCHASE OF FIRE DEPARTMENT LIFEPAKS; AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-224 by title only. Mayor Sheldon called for public comment on Item #15. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 22-224. Councilman Chester seconded the motion.** Mayor Sheldon thanked Chief Ray and the team for getting the grant. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-224 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 16. RESOLUTION NO. 22-225, APPROVING A GRANT AGREEMENT FOR THE FIRE DEPARTMENT TO PURCHASE ONE DECON WASHER; AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-225 by title only. Mayor Sheldon called for public comment on Item #16. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. Councilman Jarman thanked Chief Ray and the Fire Department for getting the grant. **Councilman Jarman moved to approve Resolution 22-225. Councilmember Coburn seconded the motion.** Mayor Sheldon reported that this piece of equipment was the first in the area. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-225 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 17. RESOLUTION NO. 22-226, APPROVING AN AGREEMENT WITH TCS FOR JANITORIAL SERVICES.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-226 by title only. Mayor Sheldon called for public comment on Item #17. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Vice Mayor Casto moved to approve Resolution 22-226. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-226 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 18. RESOLUTION NO. 22-227, UPDATING CITY RECREATIONAL FACILITIES FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-227 by title only. Mayor Sheldon called for public comment on Item #18. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon invited comment from Manager Whitman. Manager Whitman explained he asked the Parks & Rec Director to review the City's rates, compare our rates to other cities, and what is before Council is their recommendation. Mayor Sheldon noted this item was available to Council.

Mayor Sheldon noted he was good with the changes; however, he would like to discuss the Frank Brown Park Master Plan, look at funding/building the skate park, and possibly hold a Council workshop. Councilman Jarman inquired as to how long the Council had had the skate park in the budget. Manager Whitman reported two years. Vice Mayor Casto inquired if the County was moving forward with their skate park. Manager Whitman stated yes. Discussion regarding the County's proposed skate park, going to bid and location took place. Councilman Jarman recommended the City build a skate park someplace on the Beach for beginners and recommending going to design. Mayor Sheldon concurred and further discussed building a smaller skate park facility. Vice Mayor Casto noted he agreed with the Mayor in that the Council should hold a workshop to direct the City Manager on Council's priorities. Discussion regarding possible Parks & Rec priorities took place. Discussion regarding the skate park being budgeted and if Council wanted to move forward with it took place.

Councilmembers agreed to hold a Parks & Rec Workshop/Special Council Meeting on October 11th at 3:00 p.m.

Mayor Sheldon noted the City Manager had a consensus from Council to move forward on the skate park. Manager Whitman concurred that he saw three affirmative head nods. Discussion regarding where to place additional pickleball courts took place.

Councilman Jarman moved to approve Resolution 22-227. Councilmember Coburn seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-227 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 19. RESOLUTION NO. 22-228, APPROVING OPIOID LITIGATION SETTLEMENTS AND ASSIGNMENT OF FUNDS TO BAY COUNTY.

Mayor Sheldon introduced the City Attorney. Mr. Cole Davis read Resolution 22-228 by title only. Mayor Sheldon called for public comment on Item #19. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon called for comments from Mr. Davis. Mr. Davis explained the State and multiple parties had been litigating the opioid crisis across the country for several years now. Mr. Davis reported further that seven defendants entered into a settlement with the State of Florida and the Attorney General's Office allocated money within those settlements to cities and counties in the State of Florida. Mr. Davis added

from that, the City had essentially two options 1) not accept the money and it go back to the defendants in the case or 2) accept the money and immediately assign it to the County to be used for very specific purposes related to treatment and mitigation of the opioid crisis. Mr. Davis reported after speaking with the City Manager and Chief of Police, the recommendation was to accept the money and assign it to the County to be used for those very specific purposes. Mr. Davis added if additional settlements happen, he would bring those to Council as well.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-228.** Councilman Jarman noted this was a great opportunity for the City to be closer partners with the County. Mayor Sheldon concurred and added the Sheriff would probably be able to use the very restricted funds and the County would do good things with the funds. Councilmember Coburn recommended the County do a presentation/education session on how the funds would be utilized for our residents' seeking services. **Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-228 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 20. DISCUSSION / ACTION ITEM, APPOINTMENT TO THE PLANNING BOARD.

Mayor Sheldon called for public comment on Item #20. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Manager Whitman explained that Ms. Erin Simmons reported she needed to step down as she was moving out of town. Manager Whitman recommended the seat be filled as soon as possible so the new member could attend the next Planning Board meeting.

Mayor Sheldon noted this item was available to Council. Vice Mayor Casto recommended Mr. Ryan Houk be appointed to the vacant seat. Mayor Sheldon called for additional recommendations. Hearing and seeing none, **Councilman Jarman moved to appoint Ryan Houk to the Planning Board. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Mr. Houk's appointment to the Planning Board was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

***MOVED FROM CONSENT AGENDA #4* - ITEM 21. RESOLUTION NO. 22-218, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS FOR TRANSPORTATION ENGINEERING AND DESIGN SERVICES FOR NORTH/SOUTH CONNECTOR ROADS IN THE CITY'S FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA.**

Mayor Sheldon introduced the City Attorney Amy Myers. Mrs. Myers read Resolution 22-218 by title only. Mayor Sheldon called for public comment on Item #21. Hearing and seeing no public comment, Mayor Sheldon closed the public comment period.

Mayor Sheldon reported he asked for this item to come off the Consent Agenda so he could make a comment. Mayor Sheldon added that as Council does these reviews, he never wanted to see something that touches the CRA not have a member of the CRA team being part of the committee, for example, the Corradino Group should be part of the review/selection committee. Councilman Jarman concurred and added that the CRA team should have 100% of the background information. Vice Mayor Casto and Councilmember Coburn concurred that the Corradino Group should be part of the review. Mayor Sheldon added that he was fine with the Resolution, he just wanted to make that comment.

Mayor Sheldon called for additional comments. Hearing and seeing none, **Vice Mayor Casto moved to approve Resolution 22-218. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution 22-218 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ADDITION - ITEM 22. NIGHTTIME CONSTRUCTION/NOISE VARIANCE ORDER.

Mayor Sheldon turned the floor over to Manager Whitman. Manager Whitman reported late yesterday evening the Cardella Group called for a construction request, which authority needs to come from City Council. Manager Whitman added they had a concrete pour already scheduled for this morning from 2:00 a.m. to 5:00 p.m., which he approved and was asking it to be ratified, and a second pour scheduled for next Monday. Manager Whitman reported he was requiring the trucks to turn off their back-up beepers. Manager Whitman recommended approval as there were no neighborhoods near the site.

Mayor Sheldon called for public comment on this item. Hearing and seeing none, Mayor Sheldon noted this item was available to Council. Councilmember Coburn inquired as to the location. Manager Whitman reported at Back Beach and Pier Park, the new Residence Inn. Mayor Sheldon called for additional comments. Hearing and seeing none, **Councilman Jarman moved to approve the Nighttime Construction/Noise Variance Order. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **The Order was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

CITY MANAGER REPORT

Manager Whitman reported on the passing of longtime resident and business owner Ms. Hundley from the Sandpiper Beacon Hotel.

CITY ATTORNEY REPORT

No report.

COUNCIL COMMENTS - Mayor Sheldon invited comments from Council. Hearing and seeing none. Mayor Sheldon reported on the Beach Care Services event taking place on Sunday from 11:00 a.m.-2:00 p.m. Mayor Sheldon added it was great to see former Mayor Oberst here today with the Women’s Club. Mayor Sheldon recommended that everyone sign-up for “Alert Bay” to stay informed and prepared on severe weather in our area.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 10:32 a.m.

READ AND APPROVED this _____ day of October, 2022.

Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC
City Clerk

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kelly Jenkins, Public Works

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Authorize City staff to negotiate a professional services agreement for engineering and surveying services with Gortemoller Engineering Inc. and bring back a proposed contract for Council approval.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life

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

Council approved a sub-recipient agreement with the Florida Division of Emergency Management (FDEM) for the San Souci Road Drainage Project Ph 1 on December 9, 2021. This is part of the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). The City originally solicited Request for Qualifications (RFQ) on July 6, 2022 from firms for professional engineering services for design and survey of this project and only one firm responded. Therefore, FDEM advised the city to re-advertise to see if more firms would respond to allow for a more competitive process. Staff re-advertised on August 12, 2022, and two engineering firms responded on September 12, 2022. A five-member evaluation committee individually reviewed the statements of qualifications. Based on the evaluations of the statements of qualifications, the committee ranked Gortemoller Engineering first and Kisinger Campo second. Staff recommends authorizing negotiations of the Professional Services Agreement with the first ranked firm and bringing back a contract to Council for approval. This agreement is for preliminary surveying, engineering, design, plans preparation, permitting and bidding for Phase 2 of the project. No construction activities are proposed at this time. After design is completed, staff will seek out the grant agreement for Phase 2 which would be the buyout and demolition of a house on Vestavia Street, and the construction of a stormwater pond to help alleviate flooding in this general stormwater basin.

[Res 23-01.San Souci Drainage Improvment Project.Engineering Ranking.pdf](#)
[PCB22-72R San Souci Rd Drainage Profesisonal Engineering RFQ Scoring Sheets.pdf](#)

RESOLUTION NO. 23-01

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES FOR THE SAN SOUCI DRAINAGE IMPROVEMENT PROJECT.

WHEREAS, on July 6, 2022, the City requested statements of qualifications from firms for engineering and surveying services for the San Souci Drainage Improvement Project, and upon receiving only one response, re-advertised for statements of qualifications on August 12, 2022; and

WHEREAS, two firms responded to the second request for qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications, the staff evaluation committee has ranked the responding firms for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the engineering design services related to the City's stormwater systems and facilities with one of the following Firms in the following order of ranking:

First — Gortemoller
Second — Kisinger Campo

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Per the RFQ, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	POINTS AVAILABLE		Kisinger Campo	Gortemoller			
	PER PERSON	TOTAL					
Project Team Organization and Experience	25	125	105.00	92.50	0.00	0.00	0.00
Design Management	25	125	97.50	92.50	0.00	0.00	0.00
Knowledge and Availability	10	50	31.00	46.00	0.00	0.00	0.00
Demonstrated Design Experience	35	175	129.50	147.00	0.00	0.00	0.00
References	5	25	18.00	15.50	0.00	0.00	0.00
	100	500	381.00	393.50	0.00	0.00	0.00

Ranking based upon overall scores

1	Gortemoller	2	1	3	3	3
2	Kisinger					
3						
4						
5						

Individual Ranks

2	Kisinger Campo	1.6
1	Gortemoller	1.4

Ranked by Committee Members					
Jeff	Kathy	Kelly	Lillian	Mel	
1	2	2	2	1	
2	1	1	1	2	

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project
 Firm: GORTEMOLLER ENGINEERING
 Name/Signature: Kathy Younce *Kathy Younce* 9/20/2022

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods * demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X		10	8.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References			X		5	4.00
TOTAL					100	80.00

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project

Firm: KISINGER CAMPO & ASSOCIATES

Name/Signature: Kathy Younce *Kathy Younce* 9/20/2022

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X		10	8.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. <u>Familiarity with special needs of Panama City Beach infrastructure.</u> Past performance on City projects or other governmental groups as well as private projects.		X			35	17.50
V. References			X		5	4.00
TOTAL					100	69.50

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project
 Firm: Gortemoller Engineering, Inc.
 Name/Signature: Lillian Mulligan *Lillian Mulligan*

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X		10	8.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References		X			5	2.50
TOTAL					100	78.50

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project
 Firm: Kisinger Campo & Associates
 Name/Signature: Lillian Mulligan *Lillian Mulligan*

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X			10	5.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References		X			5	2.50
TOTAL					100	75.50

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project

Firm: Kisinger Campo & Associates

Name/Signature: 

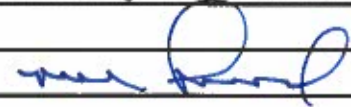
Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements		X			25	12.50
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X			10	5.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References		X			5	2.50
TOTAL					100	68.00

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project

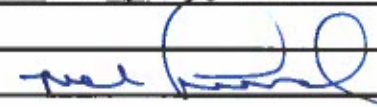
Firm: Gortemoller Engineering

Name/Signature: *Kelly P. Jels*

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				X	10	10.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References		X			5	2.50
TOTAL					100	80.50

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project
 Firm: KCA
 Name/Signature: MEL LEONARD / 

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				X	25	25.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements				X	25	25.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X			10	5.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References				X	5	5.00
TOTAL					100	88.00

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project
 Firm: GE
 Name/Signature: MEL LEONARD / 

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.		X			25	12.50
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				X	10	10.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				X	35	35.00
V. References		X			5	2.50
TOTAL					100	80.00

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project

Firm: Kissinger Campo

Name/Signature: 

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements			X		25	20.00
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X		10	8.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References			X		5	4.00
TOTAL					100	80.00

RFQ# and Title: PCB22-72R - Professional Engineering - San Souci Drainage Project

Firm: Gortemoller

Name/Signature: 

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * project cost control methods during design phase * quality assurance methods demonstrated ability to meet budget requirements		X			25	12.50
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				X	10	10.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28.00
V. References			X		5	4.00
TOTAL					100	74.50



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Jason Pickle, Administration

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the purchase of one (1) encoding appliance hardware and to enter into a Software as a Service (SaaS) agreement including live closed captioning with Granicus, Inc., in the amount of \$18,614.50 for the first year with a 7% year over year increase for the software. While the year one cost is within the City Manager's purchasing authority, Staff is recommending approval of a multi-year agreement which will ultimately exceed the City Manager's purchasing authority.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Quality of Life

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

Since 2015, the City has live-streamed City Council Meetings, Workshops, Townhall Events, Budget Workshops, and Planning Board Meetings on the City's website. This hardware purchase and ongoing Software as a Service (SaaS) agreement will bring a higher quality of video and audio capabilities to the citizens through Granicus' Government Transparency Suite and hardware encoder. This agreement will start live closed captioning services to bring a clearer picture to the hearing impaired and to no longer rely on auto-captioning services provided currently. Partnering with Granicus will also provide full integration with the City's current Agenda Management platform which is also powered by Granicus.

Staff is recommending a Thirty-Six (36) month contract for the software and closed captioning services as needed for the live streams.

[Res 23-02.Closed Captioning Services.Granicus.pdf](#)
[Granicus Government Transparency Suite - PCB Cost Estimate.PDF](#)
[Livestreaming_Scoring_-_Summary_and_Individual.pdf](#)

RESOLUTION NO. 23-02

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MULTI-YEAR AGREEMENT WITH GRANICUS, INC. FOR THE PURCHASE OF ENCODING APPLIANCE HARDWARE, REAL TIME CLOSED CAPTIONING SERVICES AND RELATED SOFTWARE LICENSES IN THE INITIAL ANNUAL AMOUNT OF \$18,614.50.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Granicus, Inc., relating to the purchase of encoding appliance hardware, real time closed captioning services, and related software licenses, in the initial annual amount of Eighteen Thousand, Six Hundred Fourteen Dollars and Fifty Cents (\$18,614.50), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Panama City Beach, FL

Granicus Proposal for Panama City Beach, FL

ORDER DETAILS

Prepared By: Casey Youso
Phone: (612) 876-0017
Email: casey.youso@granicus.com
Order #: Q-229994
Prepared On: 09/13/2022
Expires On: 11/12/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Closed Captioning Services - Real Time (Hour)	Up Front	62.5 Hours	\$9,062.50
Government Transparency - Setup & Configuration	Up Front	1 Each	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$3,500.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
SUBTOTAL:			\$13,562.50

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$3,852.00
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,200.00
SUBTOTAL:			\$5,052.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Government Transparency Suite	\$4,121.64	\$4,410.15
Open Platform Suite	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,284.00	\$1,373.88
SUBTOTAL:	\$5,405.64	\$5,784.03

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Closed Captioning Services - Real Time (Hour)	Remote Real-Time Closed Captioning.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> • Up to one (1) View Page and Player template • Up to one (1) Live Manager configuration
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Video - Online Training	Granicus Video - Online Training
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.

Solution	Description
US Shipping Charge C - Large Item	US shipping of a large item

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Panama City Beach, FL to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-229994 dated 09-13-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-229994 dated 09/13/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Panama City Beach, FL	
Signature:	
Name:	
Title:	
Date:	

RFP Live Streaming Audio-Visual Equipment and Services

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TelVue Corporation			Granicus, LLC			Town Hall Streams, LLC		
	Weight	Score		Weight	Score		Weight	Score	
I. Proposer meets or exceeds the needs described in the Scope of Services	2.66666667	0.4	0.2133333	3.66666667	0.4	0.293333333	1.66666667	0.4	0.13333333
II. Cost Analysis	(A / B) x C	0.3	0.19	(A / B) x C	0.3	0.3	(A / B) x C	0.3	0.27
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services	3.333333333	0.2	0.1333333	4.333333333	0.2	0.173333333	2	0.2	0.08
IV. Ability to integrate with current City used applications	3	0.1	0.06	3.333333333	0.1	0.06666667	2	0.1	0.04
			59.6667			83.33			52.33

RATING

- 1-Poor
- 2-Fair
- 3-Good
- 4- Excellent
- 5-Superior

Ranking based upon overall scores	1	TelVue Corporation	59.6666667
	2	Granicus, LLC	83.33
	3	Town Hall Streams, LLC	52.33
Ranking based upon FeeSchedule	1	TelVue Corporation	0.19
	2	Granicus, LLC	0.30
	3	Town Hall Streams, LLC	0.27
Ranking based Experience, Quality of RFP, Understanding and References	1	TelVue Corporation	0.60
	2	Granicus, LLC	0.83
	3	Town Hall Streams, LLC	0.52

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: TeiVue Corporation

Committee Member Name: Nigel Archer-Shee

Committee Member Signature: 

Date: 9/19/2022

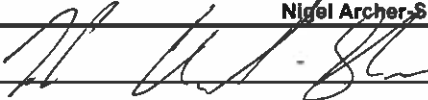
Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services				4.00		0.4	0.32
II. Cost Analysis	Highest					0.3	0.06
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services				4.00		0.2	0.16
IV. Ability to integrate with current City used applications			3.00			0.1	0.06
TOTAL						100	60.00

COMMENTS

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: Granicus, LLC

Committee Member Name: Nigel Archer Shee

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services				4.00		0.4	0.32
II. Cost Analysis					Lowest	0.3	0.30
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services				4.00		0.2	0.16
IV. Ability to integrate with current City used applications			3.00			0.1	0.06
TOTAL						100	84.00

COMMENTS

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: Town Hall Streams, LLC

Committee Member Name: Nigel Archer-Shee

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services		2.00				0.4	0.16
II. Cost Analysis			Middle			0.3	0.18
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services		2.00				0.2	0.08
IV. Ability to integrate with current City used applications		2.00				0.1	0.04
TOTAL						100	46.00

COMMENTS

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: TelVue Corporation

Committee Member Name: Travis Gordon

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services		2.00				0.4	0.16
II. Cost Analysis	Highest					0.3	0.19
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services			3.00			0.2	0.12
IV. Ability to integrate with current City used applications			3.00			0.1	0.06
TOTAL						100	53.00

COMMENTS

Only Automated Closed Captioning (Closed Caption Encoder)

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: Granicus, LLC

Committee Member Name: Travis Gordon

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services				4.00		0.4	0.32
II. Cost Analysis					Lowest	0.3	0.30
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services				4.00		0.2	0.16
IV. Ability to integrate with current City used applications			3.00			0.1	0.06
TOTAL						100	84.00

COMMENTS

- No Closed Captioning for Facebook
- Cannot Edit once made Public (LiveStream??)
- 72 Hour Notice for Closed Captioning
- Difficult Creating Simple recorded only content not Livestream

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: Town Hall Streams, LLC

Committee Member Name: Travis Gordon

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services		2.00				0.4	0.16
II. Cost Analysis			Middle			0.3	0.27
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services		2.00				0.2	0.08
IV. Ability to integrate with current City used applications		2.00				0.1	0.04
TOTAL						100	55.00

COMMENTS

Only 3 Employees - 2 Full Time 1 Part Time

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: TelVue Corporation

Committee Member Name: Jason Pickle

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services		2.00				0.4	0.16
II. Cost Analysis	Highest					0.3	0.19
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services			3.00			0.2	0.12
IV. Ability to integrate with current City used applications			3.00			0.1	0.06
TOTAL						100	53.00

COMMENTS

-Does not offer live person closed captioning and relies on SmartCapture technology.

Does not appear to integrate with current Agenda management software.

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: Granicus, LLC

Committee Member Name: Jason Pickle

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services			3.00			0.4	0.24
II. Cost Analysis					Lowest	0.3	0.30
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services					5.00	0.2	0.20
IV. Ability to integrate with current City used applications				4.00		0.1	0.08
TOTAL						100	82.00

COMMENTS

Does not stream at 1080p, only at 720 currently. Has plans to initiate 1080 streaming in early 2023.

Has live captioning services, integrates fully with current Agenda management solution.

RFP# and Title: PCB22-81 RFP Live Streaming Audio-Visual Equipment and Services

Firm/Company: Town Hall Streams, LLC

Committee Member Name: Jason Plekta

Committee Member Signature: 

Date: 9/19/2022

Criteria Element	Poor	Fair	Good	Excellent	Superior	Weight	Score
	1	2	3	4	5		
I. Proposer meets or exceeds the needs described in the Scope of Services	1.00					0.4	0.08
II. Cost Analysis			Middle			0.3	0.27
III. Vendor familiarity with government hosted public meetings live streaming and closed captioning services		2.00				0.2	0.08
IV. Ability to integrate with current City used applications		2.00				0.1	0.04
TOTAL						100	47.00

COMMENTS

Does not offer any integrations. Limited user interface. Did not showcase their closed captioning - none of the links have CC.



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB22-81 RFP Live Streaming
 09/14/22 11:00AM

	CONTRACTOR/VENDOR	DATE BID/RFP RECEIVED	TIME BID/RFP RECEIVED	BID RECEIVED VIA PAPER OR DEMANDSTAR	PROPOSED ANNUAL COST	RESPONSIVE BID/PROPOSAL <small>THE MINIMUM SPECIFICATIONS WERE PROVIDED</small>	PROPOSERS CERTIFICATION	ADDENDA PAGE	DRUG-FREE WORKPLACE	PUBLIC ENTITY CRIME	E-VERIFY	NON-COLLUSION AFFIDAVIT
1	Town Hall Streams, LLC	9/13/2022	2:22PM	DemandStar	\$ 20,449.00	X	X	X	X	X	X	X
2	Granicus, LLC	9/14/2022	10:03AM	DemandStar	\$ 18,614.50	X	X	X	X	X	X	X
3	TelVue Corporation	9/14/2022	10:05AM	DemandStar	\$ 29,677.14	X	X	X	X	X	X	X
4												
5												
6												
7												
8												
9												
10												
11												
12												



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Administration

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends the approval of a purchase of a trash compactor from Wastequip Manufacturing Company, LLC in the amount of \$32,792.58 for use at Frank Brown Park. The proposed purchase will be made under a cooperative purchase (piggyback) through an existing contract, Sourcewell, Contract No. 040621-WQI.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Attractive Community
Public Safety

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

Staff recently looked at alternative solutions for waste disposal at Frank Brown Park in an effort to save money, improve park aesthetics, and decrease wear and tear on internal park roads by decreasing the number of front loader pickups by the third party trash vendor within the Park. Based upon an internal analysis of costs, staff recommends the purchase of a trash compactor to be installed at Frank Brown Park. Currently, a third party vendor is picking up trash at the Park, seven times a week, at an estimated annual cost of \$68,400. By utilizing a trash compactor, the number of trips per week can be reduced from seven to one. The estimated annual costs for pickup of the compacted trash and related landfill fees is approximately \$24,000. The City's annual cost in the first year of the transition to a compactor will be approximately \$10,400 higher due to the initial outlay for the compactor itself, \$32,793, as well as the electrical improvements necessary to install the compactor in the approximate amount of \$22,000. Parks staff has had a desire to add lighting to the trash area for quite some time so the electrical improvements for the trash compactor will also meet this previous need for lighting. The estimated useful life of the compactor is approximately seven years with significant savings anticipated in years two through seven. Staff recommends approval of the purchase of a trash compactor from Wastequip Manufacturing Company LLC in the amount of \$32,792.58.

Res 23-03.Purchase Trash Compactor.Wastequip Manufacturing.Rec and Parks.pdf
35YD Compactor Quote FINAL.pdf
Sourcewell Contract - Wastequip Discount.pdf
Wastequip_Contract_040621.pdf

RESOLUTION NO. 23-03

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WASTEQUIP MANUFACTURING COMPANY, LLC FOR THE PURCHASE OF ONE TRASH COMPACTOR FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$32,792.58.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Wastequip Manufacturing Company, LLC, relating to the purchase of one (1) Trash Compactor, in the total amount of Thirty-Two Thousand, Seven Hundred, Ninety-Two Dollars and Fifty-Eight Cents (\$32,792.58), in substantially the form of the quote **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Sell To:

Contact Name	Carrie Jagers	Ship To Name	City of Panama City Beach
Bill To Name	City of Panama City Beach	Ship To	110 S Arnold Rd , City Hall annex , rm 205
Bill To	110 S Arnold Rd , City Hall annex , rm 205 Panama City Beach, FL 3241 USA		Panama City Beach, FL 3241 USA
Email	cjagers@pcbgo.com		
Phone	(850) 233-5100		
Mobile	(850) 233-5100		

Quote Information

Salesperson	Brittany Taylor	Created Date	9/19/2022
Salesperson Email	btaylor@wastequip.com	Expiration Date	10/19/2022
		Quote Number	WQ-10248261
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Compactor - 265XP-35-F	Self-Contained Precision Series 265XP Model includes a 10HP Tri-volt T.E.F.C. motor, UL/CUL Listed, 6' remote power unit with weather cover, NEMA 4 Rated Control Panel, Controls in Panel Face, Precision guided ram, Full Gasketed Door, A.N.S.I Z.245.2 Compliant, WASTECC rated and 5 year structural warranty.	Color: TBD-Standard Color Voltage: TBD-3PH Quick Disconnect: TBD	1.00	\$23,104.00	\$23,104.00
Compaction - CO204 - 265IP-265XP	Hopper / Doghouse - Doghouse fully enclosed, single door, frame & locking hasp		1.00	\$1,800.00	\$1,800.00
Compaction - CO244 - 265IP-265XP	Hopper / Doghouse - Extra door for doghouse		1.00	\$553.00	\$553.00
Compaction - CO109 - 265IP-265XP	Hopper / Doghouse - Magnetic door interlock switch - mounted		2.00	\$316.00	\$632.00
Compaction - CO116	Pressure gauge - color coded and numeric - on power unit		1.00	\$195.00	\$195.00
Compaction - CO122	Factory Options - Controls on remote pendant in lieu of mounting in panel face on 15' cord		1.00	\$268.00	\$268.00
Compaction - CO102	80% full - Advance warning light		1.00	\$416.00	\$416.00
Compaction -					



CO201-10S - 265IP-265XP	Container Options Guide rails - 10' standard - with stops		1.00	\$630.00	\$630.00
Compaction - VAF-SC-1	Guardian Control System		1.00	\$0.00	\$0.00
Compaction - VAF-SC-2	(AMS) Automatic Maintenance Scheduler		1.00	\$0.00	\$0.00
Compaction - VAF-SC-3	100% Full Light		1.00	\$0.00	\$0.00
Compaction - VAF-SC-4	Multicycle Timer - factory set for 2 cycles		1.00	\$0.00	\$0.00
Compaction - VAF-SC-5	Low Temperature Oil		1.00	\$0.00	\$0.00
Compaction - VAF-SC-6	Warranty: 5 Years Structural, 2 Years Parts and 1 Year Labor		1.00	\$0.00	\$0.00
Compaction - CO SON 630A	30-50 cubic yards Sonozaire System - 630A - Includes (1) Flange, (4) clamps & hoses (8' hose for Accu-pak and 20' hose for all other Stationary and Self Contained models).		1.00	\$3,380.00	\$3,380.00
Compaction - CO SON	Wired into Wastquip Panel - Models 630A		1.00	\$266.00	\$266.00
Compaction - CO SON COVER	Weather Proof - Installed. Must be ordered with Unit. Cannot be added later - for ALL models.		1.00	\$248.00	\$248.00
Surcharge			1.00	\$0.00	\$0.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$31,492.00
Shipping Terms	FOB Origin	Shipping	\$1,300.58
		Tax	\$0.00
		Grand Total	\$32,792.58

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Sourcewell Contract - Wastequip
 Contract 040621-WQI

Contract Item	List Price	Sales/Quote Price	Discount	%disc
Self Contained Compactor	\$ 28,880.17	\$ 23,104.00	\$ 5,776.17	20%
Hopper/Dog house	\$ 2,249.01	\$ 1,800.00	\$ 449.01	20%
Extra Door on dog house	\$ 691.13	\$ 553.00	\$ 138.13	20%
Dog house with magnetic door switch	\$ 394.90	\$ 316.00	\$ 78.90	20%
Pressue Gauge	\$ 243.10	\$ 195.00	\$ 48.10	20%
Controls	\$ 334.24	\$ 268.00	\$ 66.24	20%
80% full advanced warning light	\$ 520.30	\$ 416.00	\$ 104.30	20%
Guide Rails	\$ 787.44	\$ 630.00	\$ 157.44	20%
Sonozaire System	\$ 4,224.96	\$ 3,380.00	\$ 844.96	20%
Wired into panel	\$ 331.97	\$ 266.00	\$ 65.97	20%
Weather Proof	\$ 309.31	\$ 248.00	\$ 61.31	20%

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Wastequip Manufacturing Company LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:
John Defenbaugh
By: C78BB77820D1461...
John Defenbaugh
Title: President-Commercial
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/2/2021 | 1:39 PM CDT



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution 23-04 for rerouting or otherwise controlling all eastbound vehicular traffic on Front Beach Road from West Pier Park Drive to Powell Adams Road.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life

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

The annual Visit Panama City Beach Ironman Florida event will take place the weekend of November 5, 2022. The Event necessitates careful traffic control and extraordinary usage and closure of city roads within the corporate City limits. While the City Manager is authorized to close City roads, Council action is necessary to indicate its consent to the closure of roads on the State Highway System.

Staff recommends approval.

[Res 23-04.Ironman Road Closures.2022.pdf](#)
[Exhibit to Ironman Road Closure Resolution.pdf](#)

RESOLUTION NO. 23-04

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 24TH ANNUAL VISIT PANAMA CITY BEACH IRONMAN FLORIDA EVENT; CONSENTING TO THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, NOVEMBER 5, 2022 AND SUNDAY, NOVEMBER 6, 2022 FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.

WHEREAS, Panama City Beach is hosting the 24th Visit Panama City Beach IRONMAN Florida Event (the "Event") on Saturday, November 5, 2022 and

WHEREAS, the Event necessitates temporary closure of numerous state and city roads within the corporate City limits.

NOW THEREFORE, BE IT RESOLVED by the City of Panama City Beach that the City hereby consents to the closure to vehicular traffic of a portion of the following state road to accommodate the Event on Saturday, November 5, 2022 beginning at 2:00 a.m. until Sunday, November 6, 2022 at 4:00 a.m., in accordance with the map attached to this Resolution:

- a. Front Beach Road (from West Pier Park Drive east to Powell Adams Road);

and will provide for the rerouting of motor vehicles in accordance with the map attached to this Resolution.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



TO: Panama City Beach Police Dept.
FROM: IRONMAN Florida
RE: REQUEST FOR ROAD CLOSURE

August 15, 2022

To Whom It May Concern,

Visit Panama City Beach IRONMAN Florida have partnered with Simon Properties at Pier Park and have changed venues. As a result of the venue change, IRONMAN Florida would like to request permission to temporarily close a portion of Front Beach Road to allow athletes to participate in the IRONMAN event on November 5, 2022.

- Front Beach Road from W. Park Dr. east to the Powell Adams Dr. intersection
- W. Park Drive from Front Beach Road to Pier Park Drive.
- Closed Saturday November 5, 2022 @ 2:00 A.M.
- Open Sunday November 6, 2022 @ 4:00 A.M.

We have been coordinating this request through the Panama City Beach Police Department (PCBPD) as well as the Panama City Beach City Manager's Office. The PCBPD and the city manager have both approved this closure at the city level. Panama City Beach Police as well as the Bay Co. Sheriff's Office will be supporting the event with all law enforcement needs and traffic control.

Respectfully

A handwritten signature in black ink that reads "Ben Rausa Jr.".

Benjamin H. Rausa Jr.

IRONMAN Florida Race Director

ben.rausa@ironman.com

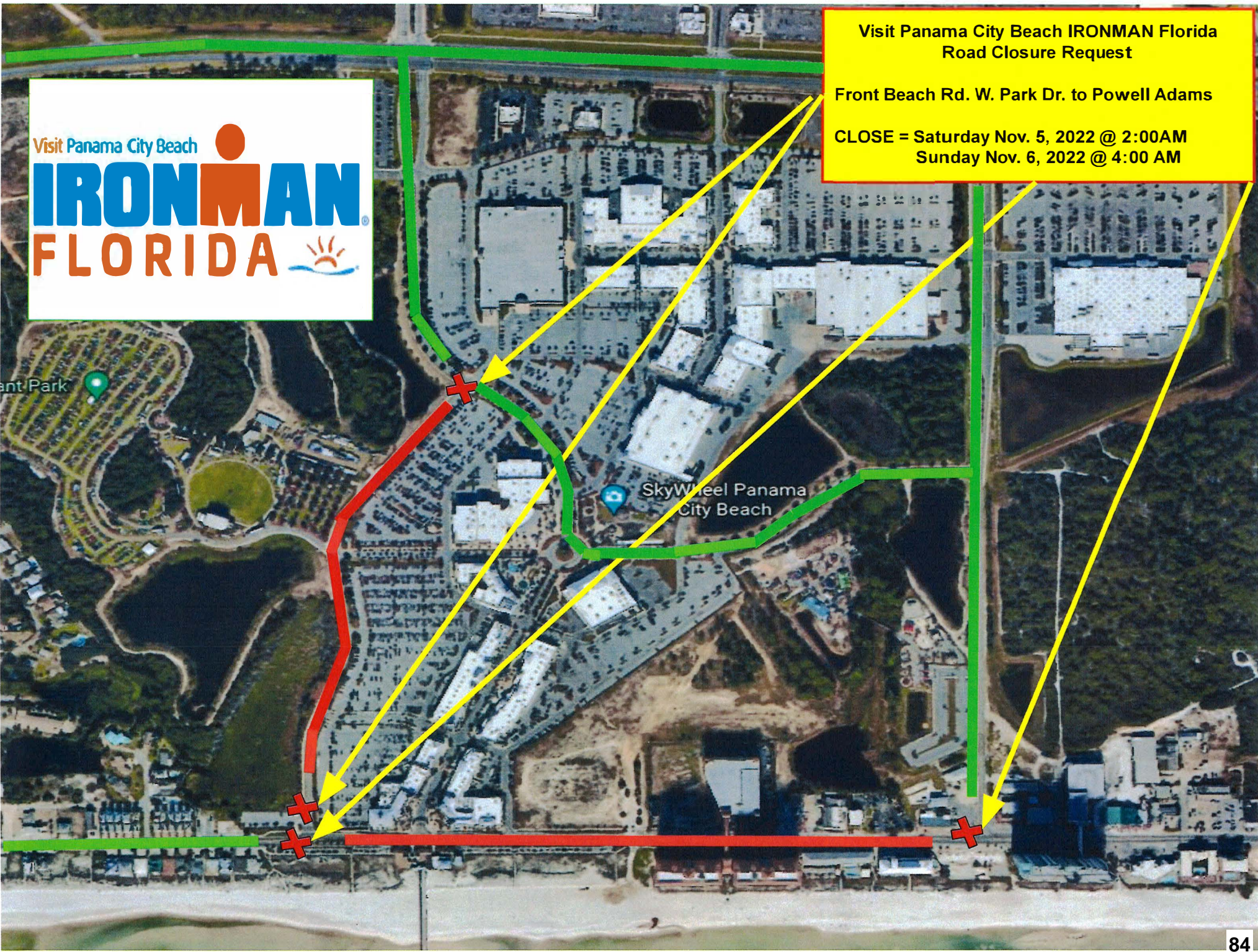
850-774-6221



Visit Panama City Beach IRONMAN Florida
Road Closure Request

Front Beach Rd. W. Park Dr. to Powell Adams

CLOSE = Saturday Nov. 5, 2022 @ 2:00AM
Sunday Nov. 6, 2022 @ 4:00 AM





CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Parks & Recreation

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 23-05 authorizing staff to negotiate a professional services agreement for architectural and engineering services with Clemons, Rutherford & Associates, Inc. (CRA) for the Frank Brown Park Community Center Annex - Safe Room.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life
Attractive Community

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

The City advertised a request for qualifications for architectural and engineering services for the Frank Brown Park Community Center Annex - Safe Room on August 17, 2022. Proposals were opened in a publicly advertised meeting on September 16, 2022. Six responses were received all of which were deemed to be responsive to the City's request to provide planning, design and construction administration services for the construction of a new approximately 15,600 square foot Community Center Annex which will also serve as a stand-alone safe room to provide short-term shelter for approximately 2,100 people. The building shall be configured to allow for recreational use as well. The proposals were considered by a committee comprised of the following City staff: Joe Creeden, Cheryl Joyner, Ray Morgan, Al Shortt and Holly White. Individual ranking sheets are attached as well as a summary of the individual scores which represents the final committee ranking. The six firms were ranked as follows by the committee:

- 1 Clemons, Rutherford & Associates, Inc.
- 2 STOA Architects
- 3 DAG Architects
- 4 Goodwyn Mills Cawood
- 5 JRA Architects
- 6 Florida Architects

A significant portion of the funding for this project will be provided through the Hazard Mitigation Grant Program (HMGP), as approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency. The City currently has an executed contract with the State of Florida Division of Emergency Management for phase 1 (design phase) of this project in the amount of \$874,615.05.

Staff recommends approval of Resolution No. 23-05 authorizing negotiations with the top ranked firm, Clemons, Rutherford & Associates, Inc., for architectural and engineering services for the Frank Brown Park Community Center Annex - Safe Room.

[Res 23-05.Frank Brown Park Safe Room Ranking.pdf](#)
[FINAL Committee Scoring Summary - PCB22-37 FBP Safe Room-AI.pdf](#)
[PCB22-37 Individual Final Scoring.pdf](#)
[PCB22-37 Bid Opening.pdf](#)

RESOLUTION NO. 23-05

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FRANK BROWN PARK COMMUNITY CENTER ANNEX - SAFE ROOM PROJECT.

WHEREAS, on August 17, 2022, the City requested statements of qualifications from firms for architectural and engineering services for the Frank Brown Park Community Center Annex - Safe Room Project, upon which six statements of qualifications were timely received; and

WHEREAS, based on the evaluations of the statements of qualifications, the staff evaluation committee has ranked the responding firms for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED, that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the architectural and engineering design services related to the City's Frank Brown Park Community Center Annex - Safe Room Project with one of the following Firms in the following order of ranking:

- First—Clemmons Rutherford & Associates
- Second—STOA Architects
- Third—DAG Architects

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Review Committee Scoring Summary
PCB22-37 Frank Brown Park Community Center Annex - Safe Room

City of Panama City Beach
 Tuesday, October 4, 2022

Committee Member	Responding Firm Scores					
	Clemmons Rutherford & Assoc.	DAG Architects	Florida Architects	Goodwyn Mills Cawood	JRA Architects	STOA Architects
Joe Creeden	95	89	48.5	63.5	53	60.5
Chery Joyner	80	53	50	53	44	78
Ray Morgan	66	53	60.5	87	71.5	63.5
Al Shortt	89	76.5	85	63.5	82	93
Holly White	69.5	60.5	53	53	66.5	50

Point Average	79.9	66.4	59.4	64.0	63.4	69.0
Rank	1	3	6	4	5	2

Rankings

- 1st** Clemmons Rutherford & Assoc.
- 2nd** STOA Architects
- 3rd** DAG Architects

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: CRA

Name/Signature: Joe Madden / [Signature]

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.				X	20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.				X	10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.				X	35	0.00
V. References				X	10	0.00
TOTAL					100	0.00 95

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: DAG Architects
 Name/Signature: Jay Coeden / [Signature]

Criteria Element	Marginal 0.2	Acceptable 0.5	Exceeds 0.8	Outstanding 1.0	Weight	Score
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.				X	35	0.00
V. References				X	10	0.00
TOTAL					100	0.00 89

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: Florida Architects
 Name/Signature: Joe Casador

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements	X				25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References			X		10	0.00
TOTAL					100	0.00 <i>48.50</i>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: GMC

Name/Signature: Joe Coorden / [Signature]

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00
V. References			X		10	0.00
TOTAL					100	0.00 <i>603.50</i>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: JRA Architects
 Name/Signature: Jon Creeden / [Signature]

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References			X		10	0.00
TOTAL					100	0.00 53

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: STDA

Name/Signature: be leader / [Signature]

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 <i>60.50</i>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: Clemens, Rutherford + Associates
 Name/Signature: Cheryl Joyner

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00
V. References			X		10	0.00
TOTAL					100	0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: DAF

Name/Signature: Chey (Joyner) C/J

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References		X			10	0.00
TOTAL					100	0.00

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City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: Florida Architects

Name/Signature: Cheryl Japer

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 <i>50</i>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: Goodwin, Mills, Caswood
 Name/Signature: Cheryl Joyner

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 <i>53</i>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: JRA
 Name/Signature: Cheryl Joyner *[Signature]*

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.	X				10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References	X				10	0.00
TOTAL					100	0.00 <u>44</u>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: STDA
 Name/Signature: Cheyl Joyner *[Signature]*

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.				X	35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 78

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: C.R.A.

Name/Signature: RAUL MORGAN

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.	X				10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 WLP

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: DAG

Name/Signature: RAIV MORGAN

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.	X				35	0.00
V. References			X		10	0.00
TOTAL					100	0.00 53

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: FLORENZA ARCHITECTS
 Name/Signature: _____

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References			X		10	0.00
TOTAL					100	0.00 <i>2.00</i> <i>60.50</i>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: G.M.C

Name/Signature: Ruby Morgan

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.				X	35	0.00
V. References			X		10	0.00
TOTAL					100	0.00 87

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: JRA

Name/Signature: Ruy

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements				X	25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 <u>71.50</u>

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: STOA

Name/Signature: RAY MORGAN

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00
V. References		X			10	0.00
TOTAL					100	0.00 63.50

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: Clemmons Rutherford & Assoc

Name/Signature: Al Short Al Short

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00 16
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	0.00 20
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.				X	10	0.00 10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.				X	35	0.00 35
V. References			X		10	0.00 8
TOTAL					100	0.00 89

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: DAG Architects
 Name/Signature: Al Shoro Al Shorro

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00 16
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements				X	25	0.00 25
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.				X	10	0.00 10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	0.00 17.5
V. References			X	XXXXXXXXXX	10	0.00 8
TOTAL					100	0.00 76.5

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: Florida Architects
 Name/Signature: Al Shortt Al Shortt

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00 16
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements				X	25	0.00 25
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			X		10	0.00 8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00 28
V. References			X		10	0.00 8
TOTAL					100	0.00 85

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: Goodwyn Mills Cawood

Name/Signature: Al Shurtliff Al Shurtliff

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		x			20	0.00 10
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements			x		25	0.00 20
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.			x		10	0.00 8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		x			35	0.00 17.5
V. References			x		10	0.00 8
TOTAL					100	0.00 63.5

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: JRA Architects
 Name/Signature: Al Sherritt

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	0.00 16
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person *demonstrated ability to meet budget requirements			X		25	0.00 20
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.				X	10	0.00 10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	0.00 28
V. References			X		10	0.00 8
TOTAL					100	0.00 82

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: STOA Architects
 Name/Signature: Al Sheratt

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.				X	20	20 0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements			X		25	20 0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.				X	10	10 0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.				X	35	35 0.00
V. References			X		10	8 0.00
TOTAL					100	93 0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: LRA

Name/Signature: Henry White Henry White

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	16 -0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	12.5 -0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	5.0 -0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	28 -0.00
V. References			X		10	8 -0.00
TOTAL					100	69.5 -0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: DAW

Name/Signature: Henry White Henry White

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	10.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	12.5 0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	5 0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	28 17.5 0.00
V. References		X			10	5 0.00
TOTAL					100	49.5 0.00 <u>50</u>

Handwritten signature/initials

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room
 Firm: Fulk on Architects
 Name/Signature: Harry White Harry White

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	10 0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	12.5 0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	5 0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	17.5 0.00
V. References			X		10	5 0.00
TOTAL					100	53 0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: WMC

Name/Signature: Harry White Harry White

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	10.00 0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	12.5 0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	5.0 0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	17.5 0.00
V. References			X		10	5.0 0.00
TOTAL					100	53.0 0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: JFA

Name/Signature: Howy

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.			X		20	16.0 0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	12.5 0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	5.0 0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.			X		35	28.0 0.00
V. References		X			10	5.0 0.00
TOTAL					100	66.5 0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-37 - Frank Brown Park Community Center Annex - Safe Room

Firm: STDA

Name/Signature: Henry White Henry J. White

Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Weight	Score
	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.		X			20	10 0.00
II. Design Management Project management plan that addresses: * coordination of various disciplines * how will project scope be controlled * detailed project schedule meeting timeframes * cost control methods, responsible person * demonstrated ability to meet budget requirements		X			25	12.5 0.00
III. Past Performance Past performance on City projects or other governmental groups as well as private projects.		X			10	5 0.00
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector safe-room projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis.		X			35	17.5 0.00
V. References		X			10	5.0 0.00
TOTAL					100	50.0 0.00



CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB22-37 - RFP - Frank Brown park Community Center Safe Room
 09/16/22 2:00 PM

	CONTRACTOR/VENDOR	DATE RECEIVED	TIME RECEIVED	RECEIVED VIA PAPER OR DEMANDSTAR	Bid Amount	RESPONSIVE PROPOSAL <i>THE MINIMUM SUBMITTAL REQUIREMENTS WERE PROVIDED</i>	COPIES 1 Original 5 Copies 1 Electronic	DRUG-FREE WORKPLACE	PUBLIC ENTITY CRIMES STATEMENT	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION AFFIDAVIT	Licenses/References	Insurance	Debarment	SF 330
1	Goodwyn Mills Cawood	9/15/2022	2:30PM	Paper	NA	X	X	X	X	X	X	X	X	X		X
2	Florida Architects Inc.	9/16/2022	9:47AM	Paper	NA	X	X	X	X	X	X	X	X	X	X	X
3	Stoa Architects	9/15/2022	9:52AM	DemandStar	NA	X	X	X	X	X	X	X	X	X	X	X
4	DAG Architects	9/15/2022	2:42PM	DemandStar	NA	X	X	X	X	X	X	X	X	X	X	X
5	JRA Architects	9/16/2022	11:21AM	DemandStar	NA	X	X	X	X	X	X	X	X	X		X
6	Cclemons Rutherford & Assoc.	9/16/2022	1:14PM	DemandStar	NA	X	X	X	X	X	X	X	X	X	X	X
7																
8																
9																
10																



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 23-06 accepting certain sewer facilities and authorizing a revenue certificate in the amount of \$8,289.00.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development
Quality of Life

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

Rex Reid who owns property at 202 Gulf Lane constructed an extension of the City's sanitary sewer system to serve his property. Development of this low-pressure sewer system extension makes this utility available to five other properties. As this utility extension provides value to the City in serving other future customers, it qualifies for the City's revenue certificate program. These improvements, designed by McNeil Carroll Engineering, Inc. (Project 12201.01B) have been permitted, constructed, tested and the required release for service issued by the Florida Department of Environmental Protection. City staff have reviewed the construction costs for this work and find the established value consistent with market conditions at the time of construction. Staff recommends approval of this Resolution and the execution of a revenue certificate for potential repayment from future connections that may occur within the term of the Certificate. Eligible costs for this utility extension total \$8,289.00. As indicated in the attached itemization, this amount includes \$5,450.00 for the construction of the sewer utility extension within the Gulf Lane right-of way and \$2,839.00 for the eligible portions of the engineering, surveying and permitting costs. Terms of this certificate would be for five years following the date of execution with reimbursement payments of 75% of impact fees collected by the City for connections made to this extension.

[Res 23-06.202 Gulf Lane.Rex Reid.Revenue Certificate Program.pdf](#)

[Bill_of_Sale_Reid_29_Sept_2022.pdf](#)

[REID 75% Certificate\(8279197.1\).doc](#)

RESOLUTION NO. 23-06

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM REX REID, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$8,289.00) PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

That in consideration of the transfer of the following described facilities to the City by Rex Reid, whose address is 202 Gulf Lane, Panama City Beach, Florida 32413, receipt whereof is hereby acknowledged, to wit,

1. All sewer improvements from Lots 2 through 8 of Block 5 Lakeside on the Gulf Plat Book 9 Page 73 on the north side of Gulf Lane including approximately 390 linear feet of 2-inch diameter forcemain and manhole connection together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

The City does hereby issue and the appropriate officers and staff thereof are authorized to execute and deliver to Rex Reid, that certain sewer revenue certificate of even date in an amount not to exceed eight thousand two hundred eighty nine and no/100 dollars (\$8,289.00) with no interest thereon, payable solely from seventy-five percent (75%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2008), or similar ordinance superseding same, for connections made to those certain sewer facilities described above.

Nothing herein shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation authorized hereby a general obligation or indebtedness of the City or bonds within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The lien and pledge securing said Certificate shall be inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the holder of the Certificate

authorized hereby shall agree to subordinate, at any time requested by the City, the lien and pledge hereof to any future water or sewer, or both, revenue bond which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under the Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded. The certificate authorized hereby shall be payable solely from seventy-five percent (75%) of collected Impact Fees described herein; in the event insufficient connections are made or the City is unable through reasonable diligence to collect sufficient Impact Fees to satisfy the certificate on or before five (5) years from date, these certificates shall be void and of no further force and effect.

PASSED, APPROVED, AND ADOPTED this ____ day of October, 2022.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

BY: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Mr. Rex Reid whose address is 202 Gulf Lane, Panama City Beach, FL 32413, ("Seller"), for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 17007, Panama City Beach Parkway, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

- 1. All sewer improvements from Lots 2 through 8 of Block 5 Lakeside on the Gulf Plat Book 9 Page 73 on the north side of Gulf Lane including approximately 390 linear feet of 2-inch diameter forcemain and manhole connection.

Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of those improvements, are referred to as the "Personalty."

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND each Seller does, for itself, covenant to and with the Buyer that Sellers collectively are or represent all of the lawful owners of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that each Sellers has good right and lawful authority to sell the Personalty; and that each Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND each Seller represents and warrants to the Buyer that, to its present knowledge the Personalty is free from defects in material and workmanship, and that Seller is not presently aware of any facts or circumstances which would cause a prudent wastewater operator to investigate whether a defect in material or workmanship exists. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein, including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Sellers make no implied warranties.

DATED this _____ day of _____, 2022.

Signed, sealed & delivered
in the presence of:

Print Name _____

Print Name _____

By: _____
Rex Reid

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, as _____ of Rex Reid, who:
(notary **must** check applicable line)
_____ is personally known to me.
_____ produced a current driver's license as identification.
_____ produced _____ as identification

Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Amy E. Myers
HAND ARENDALL HARRISON SALE LLC
304 MAGNOLIA AVENUE
PO DRAWER 1579
PANAMA CITY, FLORIDA, 32402
(850) 785-3434

This certificate is registered with the City Clerk of the City of Panama City Beach, Florida, in the name of the payee and is not transferable except on the books of the City at City Hall.

PANAMA CITY BEACH, FLORIDA

_____, 202__

REVENUE CERTIFICATE

201__ - __

THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, for value received, promises to pay to the order of Rex Reid, whose address is 202 Gulf Lane, Panama City Beach, Florida 32413, hereinafter called "Lender" at the times and in the amounts hereinafter stated, at 110 South Arnold Road, Panama City Beach, Florida 32413, the sum of Eight Thousand Two Hundred Eighty Nine Dollars and No Cents(\$8,289.00), lawful money of the United States of America, with no interest thereon, payable solely from seventy-five percent (75%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2008), or similar ordinance superseding same, for sewer connections made to those certain sewer facilities financed hereby and generally described as follows, to wit,

All sewer improvements from Lots 2 through 8 of Block 5 Lakeside on the Gulf Plat Book 9 Page 73 on the north side of Gulf Lane including approximately 390 linear feet of 2-inch diameter forcemain and manhole connection together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

Repayment shall be made at City Hall, City of Panama City Beach, Florida, in installments equal to seventy-five percent (75%) of such Impact Fees collected from time to time if and when such collections are made. Each installment shall be due within thirty (30) days after such fees are collected by the City.

This Revenue Certificate is issued by the City of Panama City Beach, Florida, pursuant to Chapter 70-874, Laws of Florida, Special Acts of 1970, as amended, Florida Statutes Chapter 166, and other applicable provisions of the laws of Florida.

Lender may at law or in equity by suit, action, mandate, or other proceedings in any court of competent jurisdiction protect and enforce its rights, including the appointment of a receiver, existing under the Laws of Florida or this Certificate, and may compel the performance of all duties required by law to be performed by the City or any officer thereof. There shall be added to the debt secured hereby all costs of collection, including a reasonable attorney's fee. Nothing herein, however, shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation evidenced hereby a general obligation or indebtedness of the City or "bonds" within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The exercise of ad valorem taxing power may not be compelled to pay this Revenue Certificate.

The lien and pledge of this Revenue Certificate is inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the pledge hereof shall be inferior and subordinate to the lien and pledge of any future water or sewer revenue bond, or both, which may be issued by the City, and the holder

of this Certificate agrees to subordinate the lien hereof to any future water or sewer, or both, revenue bonds which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under this Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded.

THIS CERTIFICATE SHALL BE PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF COLLECTED IMPACT FEES DESCRIBED HEREIN; IN THE EVENT INSUFFICIENT CONNECTIONS ARE MADE OR THE CITY IS UNABLE THROUGH REASONABLE DILIGENCE TO COLLECT SUFFICIENT IMPACT FEES TO SATISFY THIS CERTIFICATE ON OR BEFORE FIVE (5) YEARS FROM DATE OF ISSUE, THIS CERTIFICATE SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

DATED this _____ day of _____, 202__.

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

APPROVED AS TO FORM:

Amy E. Myers, City Attorney



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Administration

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 23-07.

4. AGENDA:
CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health

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

In September 2022, the City Council adopted three pension ordinances, one for each of the City's three pension plans, which extended the maximum period of participation in the Deferred Retirement Option Plan (DROP) from sixty months (five years) to ninety-six months (eight years). As a result of this change, staff recommends an update to the City's personnel policies related to the election for an early pay-out of accumulated sick leave by participants in the DROP. The early payout option for DROP participants was implemented to allow employees to mitigate the tax impacts of large sick leave payouts in one year by spreading the sick leave payout over the number of years of DROP participation. Based upon an analysis of existing accumulated sick leave currently on the City's books, it was determined that the existing personnel policies should be amended to reflect a maximum number of hours available for early payout per year of 250. Staff recommends approval of Resolution No. 23-07.

[Res 23-07.Early Payout SK1 Leave for DROP Participants.pdf](#)
[Exhibit A to Res 23-07.SK1 Drop.pdf](#)

RESOLUTION NO. 23-07

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S PERSONNEL POLICIES RELATED TO THE SICK LEAVE BANK; PROVIDING THAT PARTICIPANTS IN THE DROP SHALL BE ENTITLED TO A PAYOUT OF UP TO 250 HOURS PER YEAR FOR EACH YEAR THEY ARE IN THE DROP; REPEALING ALL POLICIES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, that the amendments to Section 6.3 of the City's Personnel Policies related to the Sick Leave Bank (SK1), as presented in Exhibit A **attached** and incorporated to this Resolution, are hereby adopted.

AND BE IT FURTHER RESOLVED that all policies or resolutions or parts of resolutions or policies in conflict herewith are repealed to the extent of such conflict.

This Resolution shall take effect January 1, 2023.

PASSED, APPROVED and ADOPTED in regular session this ____ day of October 2022.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

By _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Exhibit A

6.3 SICK LEAVE BANK (SK1)

This section applies only to those employees who have banked sick leave hours remaining prior to the conversion of the sick leave program on June 1, 2017.

When using these hours, they shall be charged in fifteen (15) minute minimum increments. Should holidays occur during the sick leave period, the holidays shall not be chargeable to banked sick leave.

To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Head prior to his/her scheduled start time to report the absence. An employee operating on a 24-hour basis must notify the department within the time limit established by the department. This provision may be waived if the employee submits evidence that it was impossible to give such notification. The Department Head may request a physician's statement to verify the illness of an employee or member of an employees' family.

Sick bank hours may only be used when all PTO has been exhausted and the employee is still out for the reasons listed below:

Personal injury, pregnancy, illness, or disability not connected with work and also for workers' compensation and reasons granted under FMLA.

Medical, dental, optical or chiropractic examination or treatment.

Exposure to a contagious disease which would endanger others as recommended by a physician.

Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. The employee's immediate family shall include the following for either the employee or spouse: parent, sibling, spouse, children, nieces, nephews, stepparent, stepchildren, stepsibling, half-sibling, father and mother-in-law, daughter-in-law, son-in-law, aunts, uncles, grandchildren and grandparents.

Banked sick leave shall not be used if an employee submits a resignation and then prior to the last day of work requests sick leave bank hours, unless a medical certificate is provided certifying that such absence was occasioned by illness that prevented the employee from working. Likewise, employees who have officially

provided a future retirement date shall not be allowed to use more than ten (10) days of banked sick leave per calendar year in order to maintain workforce integrity. Additional time may be granted with proper medical certification.

SK1 PAYOUT

Regular full-time employees who were employed on or before January 1, 1998, will be paid for not more than 2080 (2756 for line firefighters) accumulated sick leave hours upon separation. A line firefighter changing to a 2080 annual hour employee, will not be paid for more than 2080 hours under this rule.

Regular full-time employees hired after January 1, 1998 but before August 1, 2001, are eligible for not more than 500 hours of accrued sick leave upon separation.

Regular full-time employees hired after August 1, 2001 but before June 1, 2017 are eligible to be paid for accrued sick leave upon separation based on the following schedule not to exceed the cap of 500 hours paid:

YEARS OF SERVICE COMPLETED	ACCRUED SICK LEAVE PAID UPON SEPARATION
1-9	0%
10-14	50%
15-19	75%
20+	100%

Regular full-time employees hired after June 1, 2017 are not eligible to be paid for accumulated sick leave upon separation.

Employees who are participants in the Deferred Retirement Option Plan (DROP) may apply each year they are in the DROP for an early payout of up to ~~20% of their maximum hours eligible to be paid out as of June 17, 2017 (i.e., the hours frozen)~~ or ~~200~~ 250 hours of their accumulated sick leave, ~~whichever is more~~. The deadline for such annual application shall be at least 30 days prior to the desired payout date.

Payouts shall not be affected during any pay period in which the applicant has accrued overtime.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Jeff Crigler, Utilities

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends Council's approval of the proposed Task Order in the amount of \$116,350.00 under the consultant's current Master Services Agreement (MSA). The scope of work includes design and construction contract bid phase services for repairs to the existing catwalks and splitter structure, as well as several valve replacements at the City's Wastewater Treatment Facility (WWTF). This would be the first task order under their MSA for "Engineering Services for Wastewater Treatment Facilities; Reclaimed Water Storage and Pumping Facilities; Receiving Wetland Facilities; Regional Wastewater Pumping Stations (>300,000 GPD ADF); Wastewater and Reclaimed Transmission Mains over 12" Diameter" dated December 28, 2021.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Quality of Life

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

Utilities Department staff have identified improvements at the City's WWTF including several items that are in need of repair and/or replacement. These improvements target continued operator safety of a catwalk system and splitter box primary treatment structure and needed valve replacements on some of the Facilities process piping. Concrete on the splitter box structure has deteriorated to a point requiring maintenance for both safe access and future continued operation. Due to the numerous structural repair/replacement techniques available for rehabilitating the splitter structure, a two-step approach is proposed. A preliminary evaluation phase is proposed initially to evaluate options and recommend a selected repair. Final design, bidding and construction phase services would be provided under a supplemental authorization. Final design and bidding phase services for the catwalk and valve replacement efforts are included in the scope of work for this Task Order.

Improvements in this Task Order target construction completion prior to the CY 2023 high flow season which typically begins in spring. Utilities Department staff have requested a proposal for engineering design services for this project from Infrastructure Solutions Services, Inc. (ISS). ISS is familiar with the wastewater treatment facility. The conceptual construction cost estimate for this work is \$1.11M.

[Res 23-11.Task Order Infrastructure Solutions Services.WWTP.pdf](#)
[ISS TO_PCB_2023 WRF#1 Catwalk - Valve Replacements_100622.pdf](#)
[Res 23-11.Task Order 21-01.Infrastructure Solutions Agreement.pdf](#)

RESOLUTION NO. 23-11

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH INFRASTRUCTURE SOLUTIONS SERVICES, LLC FOR ENGINEERING DESIGN SERVICES FOR UPGRADES TO THE CITY'S WASTEWATER TREATMENT FACILITY, IN AN AMOUNT OF \$116,350.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 11-21 to its Master Services Agreement with Infrastructure Solutions Services, LLC for Professional Engineering Services for Major Waste Water and Reclaimed Water Facilities, relating to design services for upgrades to the City's Wastewater Treatment Facility, in the basic amount of One Hundred Sixteen Thousand Three Hundred Fifty Dollars and Zero Cents (\$116,350.00), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

TASK ORDER PCB-11-21
CITY OF PANAMA CITY BEACH, FLORIDA
WRF No. 1 CATWALK & VALVE REPLACEMENT DESIGN

Section I. BACKGROUND

The City of Panama City Beach Utilities Department has requested a Task Order for professional engineering services at the City of Panama City Beach Water Reclamation Facility (WRF) #1 (FDEP Permit #FL0021512) near N. Gulf Boulevard and Panama City Beach Parkway (US-98) in the City of Panama City Beach. This requested scope of work will outline improvements to the City's 14.0 MGD MMADF WRF, which has been expanded a number of times, and now requires these improvements being proposed to include:

Technical Design Memorandum for the following work:

Interim repairs for splitter structure including concrete, HDPE or stainless repairs, and actuators for the piping valves or existing gates

Preliminary & Final Design, Specs, Permitting, Bidding for the following work:

1. Catwalk repairs – From operations building to digesters - Includes replacement of supports, handrails, grating, and lightning protection, while keeping the existing air piping intact
2. BNR No.1, 2, 3 valve replacements – Includes 3 new valves and associated piping/fittings
3. Clarifiers No.1, 2, 3 sludge underflow valves replacements - Includes 3 new valves and associated piping/fittings

Section II. SCOPE OF SERVICES – Technical Design Memorandum, Preliminary & Final Design Services, Permitting, Bidding

ISS is prepared to provide the following scope of services to the City for this project.

TASK 1 PRELIMINARY DESIGN SERVICES

a) Data Collection, Field Work, Existing Conditions

Perform kickoff meeting field visit field data collection to pick up any required site features, subsurface utilities, survey, drone work utilizing georeferenced aerial photogrammetry. ISS will collect and review available scopes of work, materials and equipment data sheets, CAD files, as-built plans, City or franchise utility information, plant operating information, flow data, location of areas of work, and existing infrastructure. The Engineer shall collect field data measurements for the existing components and prepare base existing conditions drawing for work.

b) Technical Design Memorandum

The Engineer shall prepare and submit a technical design memorandum (TDM) that includes the basis of design information, and an engineer's opinion of probable construction cost for the WRF No. 1 Interim repairs for the BNR Basin splitter structure. This TDM submittal will be reviewed by the City Staff. City review comments from the TDM will be incorporated into the Preliminary Design.

c) Preliminary 40% Design Submittal Services

The Engineer shall prepare and submit (40%) design construction plans, draft technical specifications, and an engineer's opinion of probable construction cost for the WRF No. 1 Catwalk replacement with aluminum catwalk from operations building to digesters; BNR No. 1, 2, 3 valve

replacements; Clarifiers No.1, 2, 3 sludge underflow valve replacements. This 40% submittal will be reviewed by the City Staff. ISS to participate in a 40% review meeting with City staff. City review comments from the technical design memorandum will be incorporated into this 40% submittal.

TASK 2 FINAL DESIGN SERVICES

a) 90% Design Submittal Services

The Engineer shall prepare and submit (90%) design construction plans, draft technical specifications, City's front-end specifications, and an engineer's opinion of probable construction cost for the WRF No. 1 Catwalk replacement with aluminum catwalk from operations building to digesters; BNR No. 1, 2, 3 valve replacements; Clarifiers No.1, 2, 3 sludge underflow valve replacements. This 90% submittal will be reviewed by the City Staff. City review comments from the 40% submittal will be incorporated into this 90% submittal.

b) Final (100%) Design Submittal Services

The Engineer shall prepare and submit final biddable contract documents including (100%) construction plans, final engineer's opinion of probable construction cost, final technical specifications, and City's front-end specification documents for the WRF No. 1 Catwalk and valve replacement Project. City review comments from the 90% submittal will be incorporated into this 100% submittal. These contract documents will be provided and approved by the City Staff for bidding purposes. ISS Project Management & Administration shall occur throughout the design phases. No permitting is anticipated as part of this maintenance project.

TASK 3 BIDDING SERVICES

The Engineer shall prepare for and complete the following services during the bidding process:

- a) Compile the bid documents in Word and PDF format and provide to the City for bidding purposes
- b) Attend the pre-bid meeting
- c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda
- d) Review bids and investigate bidder qualifications
- e) Prepare a written recommendation for award of the construction contract.

Section III. SUBCONSULTANTS

The ISS Team anticipates the use of no subconsultants on this project.

Section IV. CITY'S RESPONSIBILITY

The City will provide all available design related information on the WRF No. 1 site, equipment, etc. relevant to the project and the associated external infrastructure that may impact the project. The City will assist with identification, mark-up, and pot-holing of City-related utilities, valves, or other infrastructure in this project. The City will review and provide comments on the 40%, and the 90% design documentation. The City will be responsible for the coordination of bidding of the project via DemandStar and any permit fees if required.

Section V. DELIVERABLES BY TASK

The ISS Team will provide the following deliverables by task to the City:



No.	Deliverable
1	Technical Design Memorandum Submittal – One (1) PDF Format Copy
2	One (1) Set of 40% of PDF Format of Plans, Technical Specifications Table of Contents, Engineer's Opinion of Probable Construction Cost.
3	Progress (90%) Engineering Design Submittal – Three (3) Sets of Hard Copies Format of Plans, Technical Specifications, Engineer's Opinion of Probable Construction Cost.
4	Complete Permit Application(s) ready for signature and subsequent submittal
5	Final (100%) Engineering Design Submittal – Three (3) Sets of Hard Copies and One (1) PDF Format of Plans, Technical Specifications, Engineer's Opinion of Probable Construction Cost.

Section VI. SCHEDULE & TIMELINE

This ISS project schedule was developed based on similar WRF improvement projects at similar facilities and ISS will make every effort to beat this City schedule. The scheduled calendar days start from receipt of the City provided information and NTP to the ISS Team.

TASK NAME	TASK DAYS	CUMUL DAYS NTP
Field Data Collection and Technical Design Memorandum	30	30
Preliminary (40%) Design Services*	45	45
Owner Preliminary (40%) Design Review (Complete RAS Valves and City Order Valves)	5	50
90% Plans, Specs, Cost Estimate	45	95
Owner 90% Plans Review & ISS QC Review	5	100
100% Plans, Specs, Contract Documents	15	115
Total Duration for Design Phase w/Reviews		115

* TDM and Preliminary Design will occur simultaneously

Section VII. METHOD OF COMPENSATION

The City shall compensate the ISS Team for this PCB WRF No. 1 Catwalk-Valve Replacement Project scope of work for the TDM, the Field Data Collection/Preliminary Design, Final Design, Permitting, and Bidding phases as a lump sum fee of One Hundred Sixteen Thousand Three Hundred Fifty Dollars and Zero Cents (\$116,350). The fee cost breakdown for this WRF No. 1 Interim Splitter TDM and Catwalk-Valve Replacement Improvements Project is below. ISS will invoice the City based on a percentage of work completed for the project. At the direction of the City, ISS may be requested to provide additional services. These additional services would be requested and approved by the City. The following fee per project phase is itemized below:



Phase No.	Project Phase	Value
1	Splitter Tech Design Memo, Field Data Collection, Preliminary (40%) Design Services	\$57,250
2	Final (90% and 100%) Design Services	\$44,860
3	Bidding Assistance Services	\$12,200
	Subtotal ISS Fee	\$114,310
	Project Expenses	\$2,040
	Total Task Order Fee w/Allowance	\$116,350

Section VIII. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES

THE CITY OF PANAMA CITY BEACH

 Brian Stahl, P.E.
 Managing Member
 10/06/2022

 Date

 Drew Whitman
 City Manager
 ____ / ____ / ____

 Date



EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 21-01

DATE October 14, 2022

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Infrastructure Solution Services RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT FACILITIES, RECLAIMED WATER STORAGE AND PUMPING FACILITIES; RECEIVING WETLAND FACILITIES; REGIONAL WASTEWATER PUMPING STATIONS (>300,000 GPD ADF); WASTEWATER AND RECLAIMED WATER TRANSMISSION MAINS OVER 12" IN DIAMETER, dated December 28, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to Catwalk and value replacements at the City's WWTP.

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

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

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

a stipulated sum of \$ 116,350.00; or

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

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

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

As set forth upon incorporated Attachment B, Fee Breakdown.

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

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

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

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

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

Witness:

By: _____

Its: _____

Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____

City Manager

Date: _____

ATTEST:

City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Jeff Crigler, Utilities

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff requests Council approval for three separate contracts to purchase new submersible pumps and mixer, and a vertical dry-pit type, centrifugal pump from three different vendors, based upon submittal of lowest, responsive unit price bids for these units and associated items. These are one-time purchases for the various bid items and the proposed agreements include purchase and installation of one vertical centrifugal pump at the City's Wastewater Treatment Facility (WWTF), one pump for Lift Station #118, two pumps for Lift Station #87, and a spare submersible mixer identical to units used at various lift stations. The total amount of these agreements is \$120,439.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life
Financial Health

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

Many pumps in the City's utilities systems operate at least several hours per day every day and require replacement as they reach the end of their service lives. Typically, as pumps begin to show signs of excessive wear, they are inspected and a determination is made regarding the repairs needed. In some cases, costs for needed repairs are comparable to replacement with new pumps or the pumps are deemed irreparable.

Two of the three existing sewage pumps in Lift Station #87 and one pump in Lift Station #118 as well as one single-stage vertical pump at the wastewater treatment facility have either failed or are near the end of their service lives. A request for unit price bids for replacement pumps was publicly advertised with proposals received on September 22, 2022. This request allowed for submittal of a bid on any or all of the items and included multiple purchase contract awards based upon the lowest bid by equipment unit. Bids were received from AAG, Jim House and Associates, and Morrow Water Technologies. There was not a consensus low bidder for all items, nor did any vendor bid on all items. Accordingly, staff is recommending award of equipment purchase contracts from the vendor with the lowest, responsive bid for each item. Details of each agreement are as follows:

Morrow Water Technologies - \$71,240.00 - Bid Item 6 and 4, Furnish and Install One Single-Stage Vertical Pump with Belzona Coating

AAG - \$21,625.00 - Bid Items 1, 4, and 5 - One Pump for LS #118 with Belzona abrasion resistant coating, and One Submersible Mixer

JHA - \$27,574.00 - Bid Item 2 and 4 - Two Pumps for LS #87 with Belzona abrasion resistant coating

Staff is recommending award of three contracts to the vendors above for the immediate purchase of this equipment with upgraded coatings for the pump volutes and impellers. Copies of the bids, bid tabulation, and proposed agreements are attached. The total for these items is \$120,439.00. Bid Item 3 was for adapter couplings for fit-up to the existing mounting systems. All vendors indicate that these are not required for their equipment.

[Res 23-12.Purchase of Pumps.AAG.Jim House.Morrow Water Tech.pdf](#)

[Bid Form aag.PDF](#)

[20221007 AAG Pumps Mixer K\(8279995.1\).docx](#)

[Bid Form JHA.PDF](#)

[20221007 JHA Pumps K\(8279952.1\).docx](#)

[Morrow bid form.pdf](#)

[20221007 Morrow Pumps K\(8280010.1\).docx](#)

[Bid Tab Pump & Mixer.pdf](#)

RESOLUTION NO. 23-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH AAG ELECTRIC MOTORS & PUMPS, INC., JIM HOUSE & ASSOCIATES, AND MORROW WATER TECHNOLOGIES, INC., FOR THE PURCHASE OF PUMPS AND A MIXER FOR THE UTILITIES DEPARTMENT IN THE TOTAL AMOUNT OF \$120,439.00.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and AAG ELECTRIC MOTORS & PUMPS, INC. relating to the purchase of One (1) pump with Belzona abrasion resistant coating and One (1) submersible mixer for Lift Station 118, in the total amount of Twenty-One Thousand, Six Hundred Twenty-Five Dollars (\$21,625.00), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and JIM HOUSE & ASSOCIATES relating to the purchase of Two (2) pumps with Belzona abrasion resistant coating for Lift Station 87, in the total amount of Twenty-Seven Thousand, Five Hundred Seventy-Four Dollars (\$27,574.00), in substantially the form **attached** as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and MORROW WATER TECHNOLOGIES, INC., relating to the purchase of and installation of One (1) single-stage vertical pump with Belzona abrasion resistant coating for the Wastewater Treatment Plant, in the total amount of Seventy-One Thousand, Two Hundred Forty Dollars (\$71,240.00), in substantially the form **attached** as Exhibit C and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

PCB22-87 ITB PUMPS AND MIXER PURCHASE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: September 22,
2022.

PCB22-87 Pumps and Mixer Purchase

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm fixed unit prices as listed on vehicle for **PCB22-87 ITB Pumps and Mixer Purchase** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pumps for PCB LS #118	EA	2	\$ <u>8,125.00</u>	\$ <u>16,250.00</u>
2	Furnish New 10 hp pumps for PCB LS #87 See note below:	EA	3	\$ <u>13,720.00</u>	\$ <u>41,160.00</u>
3	Rail Adaptor Couplings (4" Discharge)	EA	5	\$ <u>380.00</u>	\$ <u>1,900.00</u>
4	Belzona Coating – Impeller and Volute (One Pump)	EA	5	\$ <u>1,770.00</u>	\$ <u>8,850.00</u>
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$ <u>11,730.00</u>	\$ <u>11,730.00</u>
6	<u>Furnish and Install</u> New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$ <u>N/A</u>	\$ <u>N/A</u>

See Bid Item No. 2 Above

For LS #87 - Proposed the following:
FA15.52E+T17.2-4/24KEx - 215mm
6" Non-Clog Pump
15.5HP Air Filled, EX rated motor
230V/3PH/1740RPM


PCB22-87 ITB PUMPS AND MIXER PURCHASE

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. City may choose to purchase quantities less than shown in each bid item.

BIDDER:

AAG Electric Motors & Pumps, Inc.
Name of Business
2340 Industrial Drive
Address
Panama City, Florida 32405
Address

Brian D. Justice 
Name of Bidder 9/22/2022
(850) 763-9386
Phone Number
9/22/2022
Date

[END OF BID PROPOSAL FORM]

PUMPS AND MIXER PURCHASE AGREEMENT

THIS AGREEMENT for PUMPS AND MIXER PURCHASE is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **AAG ELECTRIC MOTOR AND PUMPS, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will furnish, deliver and in some instances install the following items, as more particularly described in the Specifications in bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**:

Bid Item	Description	Quantity	Price
1	Pump for LS118	1	\$8,125
4	Belzona abrasion resistant coating	1	\$1,770
5	Submersible Mixer	1	\$11,730
TOTAL			\$21,625.00

If the Vendor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**. The City shall pay to the Vendor required by this Agreement, at the BID PRICE contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City when the City takes possession after satisfactory inspection of the pumps and mixer. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

4. INSURANCE

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

5. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

6. WARRANTY

The Vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. TERMINATION AND SUSPENSION

City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the

City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Vendor. In such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Jeff Crigler, PE

Title/Position: Assistant Utilities Director

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone:850-233-5100

B. As to Vendor:

Contract Representative: Brian Justice

Title/Position: _____

Email address: brian@aagpumps.com

Mailing address: 2340 Industrial Drive, Panama City, FL 32405

Phone/Cell: 850-763-9386

17. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- SCOPE OF WORK /SPECIFICATIONS
- BID PROPOSAL FORM
- STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIMES STATEMENT
- NON-COLLUSION AFFIDAVIT
- E-VERIFY
- TERMS AND CONDITIONS
- NOTICE OF AWARD
- AGREEMENT
- EXHIBIT A
- [ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. 1, dated September 16, 2022

IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

AAG ELECTRIC MOTOR & PUMPS, INC., VENDOR

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

THE CITY OF PANAMA CITY BEACH

ATTEST:

By: _____
Drew Whitman , City Manager

Lynne Fasone, City Clerk

PCB22-87 ITB PUMPS AND MIXER PURCHASE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: Sept. 21,
2022.

PCB22-87 Pumps and Mixer Purchase

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm fixed unit prices as listed on vehicle for **PCB22-87 ITB Pumps and Mixer Purchase** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pumps for PCB LS #118	EA	2	\$ <u>N/B</u>	\$ _____
2	Furnish New 10 hp pumps for PCB LS #87	EA	3	\$ <u>11,537.⁰⁰</u>	\$ <u>34,611.⁰⁰</u>
3	Rail Adaptor Couplings (4" Discharge)	EA	5	\$ <u>800.⁰⁰</u>	\$ <u>4,000.⁰⁰</u>
4	Belzona Coating – Impeller and Volute (One Pump)	EA	5	\$ <u>2,250.⁰⁰</u>	\$ <u>11,250.⁰⁰</u>
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$ <u>N/B</u>	\$ _____
6	<u>Furnish and Install</u> New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$ <u>N/B</u>	\$ _____

PCB22-87 ITB PUMPS AND MIXER PURCHASE

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. City may choose to purchase quantities less than shown in each bid item.

BIDDER:

Jim House + Assoc.
Name of Business

24312 U.S. Hwy 98
Address

Fairhope, AL. 36532
Address

Stenson Biggs
Name of Bidder

251-928-7867
Phone Number

9-21-22
Date

[END OF BID PROPOSAL FORM]

PUMPS AND MIXER PURCHASE AGREEMENT

THIS AGREEMENT for PUMPS AND MIXER PURCHASE is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **JIM HOUSE & ASSOCIATES, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will furnish, deliver and in some instances install the following items, as more particularly described in the Specifications in bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**:

Bid Item	Description	Quantity	Price
2	Pump for LS87	2	\$23,074
4	Belzona abrasion resistant coating	2	\$4,500
TOTAL			\$27,574.00

If the Vendor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**. The City shall pay to the Vendor required by this Agreement, at the BID PRICE contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City when the City takes possession after satisfactory inspection of the pumps and mixer. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

4. INSURANCE

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

5. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

6. WARRANTY

The Vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from

other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. TERMINATION AND SUSPENSION

City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Vendor. In such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Jeff Crigler, PE

Title/Position: Assistant Utilities Director

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone:850-233-5100

B. As to Vendor:

Contract Representative: Phyllis McAleer

Title/Position: _____

Email address: phyllis@jimhouse.com

Mailing address: 24312 US Hwy 98, Fairhope AL 36532

Phone/Cell: 251-928-7867

17. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS
SCOPE OF WORK /SPECIFICATIONS
BID PROPOSAL FORM
STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON
PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS
PUBLIC ENTITY CRIMES STATEMENT
NON-COLLUSION AFFIDAVIT
E-VERIFY
TERMS AND CONDITIONS
NOTICE OF AWARD
AGREEMENT
EXHIBIT A
[ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. 1 , dated September 16, 2022

IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

**JIM HOUSE & ASSOCIATES,
VENDOR**

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

THE CITY OF PANAMA CITY BEACH

ATTEST:

By: _____
Drew Whitman , City Manager

Lynne Fasone, City Clerk

PCB22-87 ITB PUMPS AND MIXER PURCHASE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: September 22,
2022.

PCB22-87 Pumps and Mixer Purchase

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm fixed unit prices as listed on vehicle for **PCB22-87 ITB Pumps and Mixer Purchase** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pumps for PCB LS #118	EA	2	\$ <u>6,600.⁰⁰</u>	\$ <u>13,200.⁰⁰</u>
2	Furnish New 10 hp pumps for PCB LS #87	EA	3	\$ <u>No BID</u>	\$ <u>No BID</u>
3	Rail Adaptor Couplings (4" Discharge)	EA	<u>25</u>	\$ <u>715.⁰⁰</u>	\$ <u>1,430.⁰⁰</u>
4	Belzona Coating – Impeller and Volute (One Pump)	EA	<u>25</u>	\$ <u>1,500.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$ <u>15,295.⁰⁰</u>	\$ <u>15,295.⁰⁰</u>
6	<u>Furnish and Install</u> New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$ <u>69,740.⁰⁰</u>	\$ <u>69,740.⁰⁰</u>

PCB22-87 ITB PUMPS AND MIXER PURCHASE

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. City may choose to purchase quantities less than shown in each bid item.

BIDDER:

MORROW WATER TECHNOLOGIES
Name of Business

KEVIN HOPE
Name of Bidder

7440 Cahaba Valley Rd.
Address

251-295-4844
Phone Number

Birmingham, AL 35242
Address

Date

[END OF BID PROPOSAL FORM]



MORROW
WATER TECHNOLOGIES, INC.

**PCB22-87 ITB PUMPS AND MIXER PURCHASE
Morrow Water Technologies
Pump and Mixer Requirements**

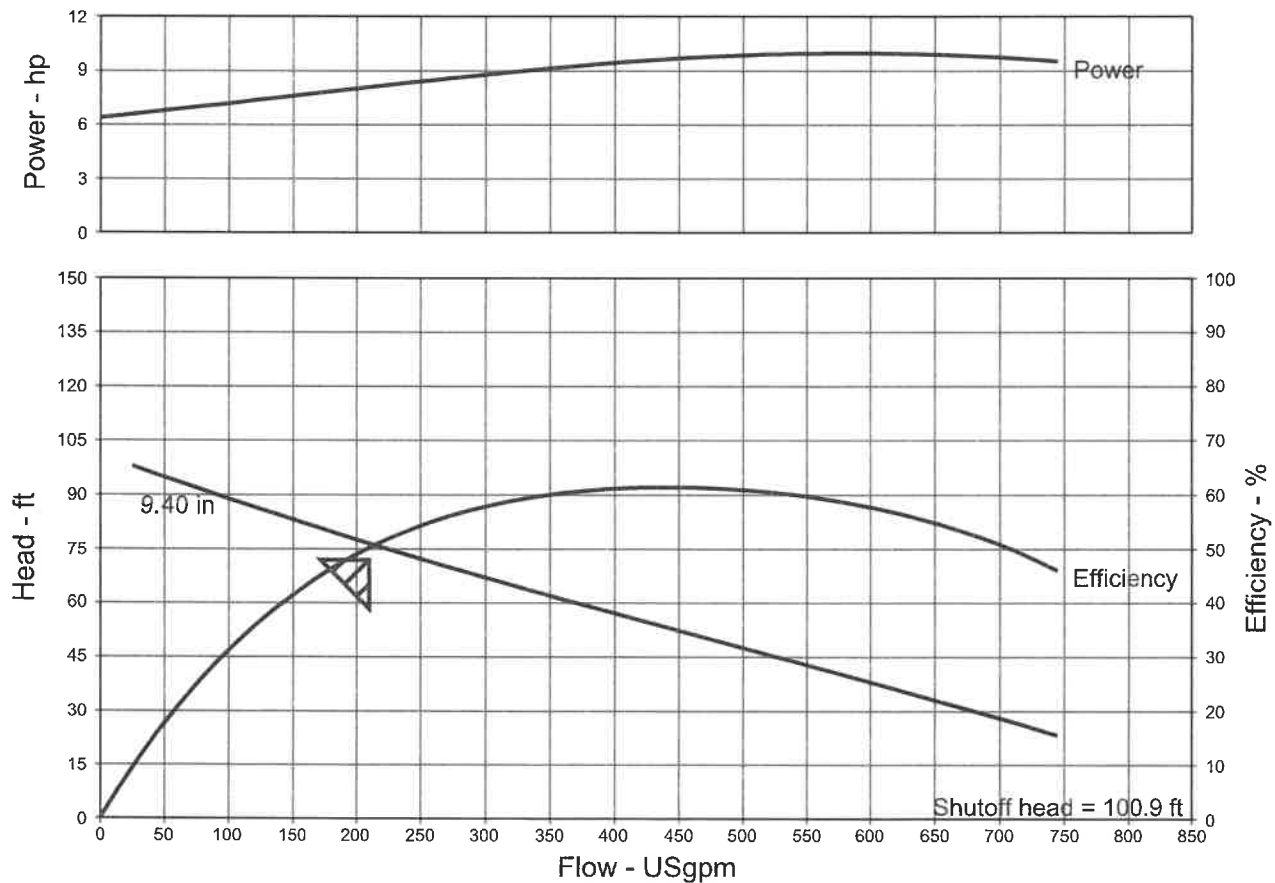
Exceptions

1. Lift Station #118
 - a. The Shinmaywa pump that will be provided is Insulation Class F
2. Submersible Mixer – Bid Item #5
 - a. The Shinmaywa mixer that will be provided is Insulation Class F

Technical Specifications of SUBMERSIBLE PUMP

Model: **4CNWX47.5T2E_75-2, 230V**

Pump			
Discharge size	4.00 in	Weight	325.0 lb (excluding cable)
Impeller type	Non-clog scroll, Closed	Impeller number	75-2
Max. solid passage dia.	3.00 in	Handling liquid temp.	32.00 ° F to 104.0 ° F
Motor			
Type	Ex-proof air-filled submersible induction motor	Rated output	10.00 hp
Number of poles	4	Insulation class	F
Rated voltage	230 V, 3 phase	Starting method	Direct on line
Rated current	30.0 A	Starting current	197.6 A
Power cable	STOW (AWG8 x 4 + AWG16 x 3) x O.D. 1" x Standard length 50ft		
Motor protector	Thermal switches		
Leakage detector	Float type		
Standard Accessories			
Remarks			
Ex-proof for Class I, Division 1, Groups C and D, T3C			
STOW : 600V rated, Thermoplastic insulation/jacket, Oil-resistant jacket, Weather & water resistant cable			
Conditions			
Type of liquid	Water	Liquid temp.	68.00 ° F
Flow specified	210.0 USgpm		
Head specified	72.00 ft		
Curve tolerance	ISO9906:2012 3B		



Curve No. Y35290

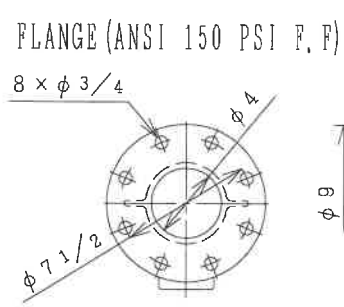
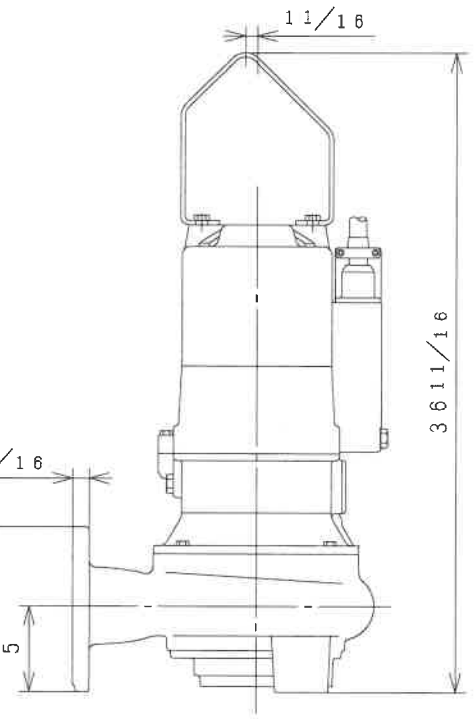
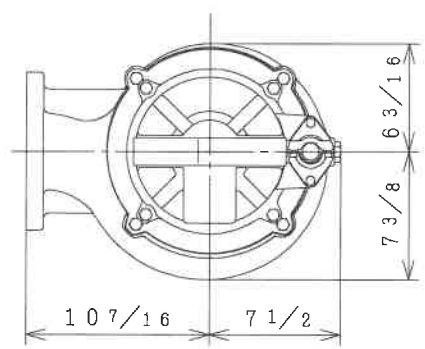
S 60Hz

ShinMaywa

INSTALLATION TYPE	DRAWING NO.
GUIDE RAIL	A408281
STAND ALONE	A408295

MODEL	Impeller No.	RATED POWER (HP)	FREQ.
4CNWX47.5T2E	75-2 (S)	10	60
4CNWX47.5T3E			

UNIT: inch



[Note] Cables are not shown on this drawing.

				TITLE	DWG No.
				PUMP DIMENSION	A408267

KPH

ShinMaywa Industries, Ltd.

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

Motor Data

1. The data listed below are the design values.

【208V】

		2HP (1.5kW)	3HP (2.2kW)	5HP (3.7kW)	7.5HP (5.5kW)	10HP (7.5kW)
Pole		4				
Full Load Current (A)		7.4	10.0	16.3	24.4	31.2
Efficiency (%)	1/2 Load	59.5	63.2	66.3	66.9	70.4
	3/4 Load	66.0	68.5	71.1	72.0	74.9
	1/1 Load	67.0	69.7	72.2	73.3	75.9
Power Factor (%)	1/2 Load	76.9	79.3	78.2	85.4	83.5
	3/4 Load	82.6	85.5	84.5	88.0	87.1
	1/1 Load	85.0	88.1	87.3	88.3	87.9
Start Current (A)		26.5	51.4	96.6	121.7	175.3
Locked-Rotor-Torque (%)		268.7	246.2	297.1	200.9	221.1
Power Cable Size		AWG16	AWG14	AWG12	AWG8	AWG8
Power Cable Length		50ft (15m)				

【230V】

		2HP (1.5kW)	3HP (2.2kW)	5HP (3.7kW)	7.5HP (5.5kW)	10HP (7.5kW)
Pole		4				
Full Load Current (A)		7.0	9.6	15.7	22.0	30.0
Efficiency (%)	1/2 Load	58.9	59.7	64.6	66.8	70.5
	3/4 Load	65.1	66.1	70.5	72.3	75.5
	1/1 Load	67.5	69.0	72.8	74.7	77.3
Power Factor (%)	1/2 Load	71.3	71.6	69.3	81.0	79.0
	3/4 Load	78.6	79.9	78.2	86.0	84.4
	1/1 Load	82.5	84.4	83.0	87.9	86.6
Start Current (A)		30.1	58.0	108.6	137.5	197.6
Locked-Rotor-Torque (%)		337.8	313.0	372.2	255.7	283.0
Power Cable Size		AWG16	AWG14	AWG12	AWG8	AWG8
Power Cable Length		50ft (15m)				

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

Protector

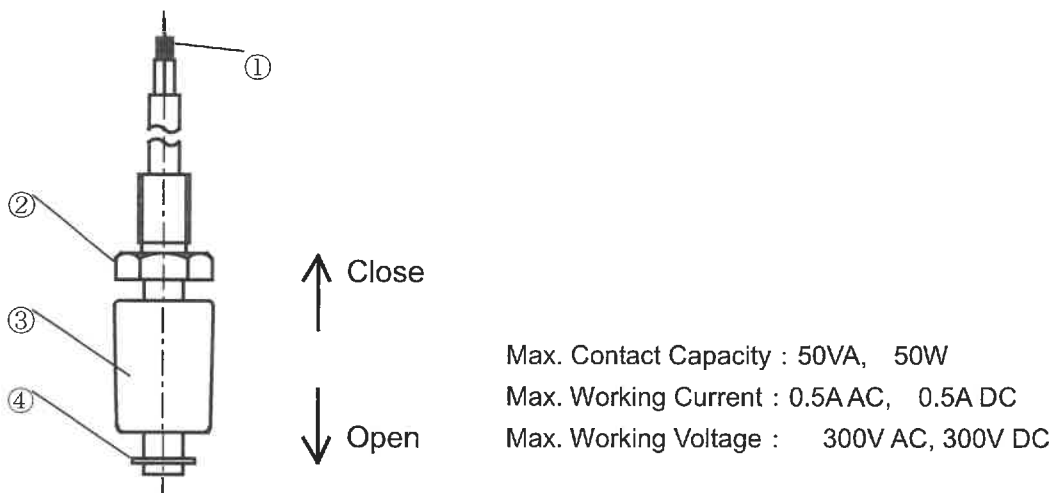
【Thermal Protector】

The motor shall incorporate Miniature Thermal Protectors (MTP) as a standard, which are embedded in the winding.

Output	Protector Model	Type of Contact	Acting Temperature
2HP, 3HP, 5HP, 7.5HP, 10HP	KLIXON 17AM037E5-4	b (Normally Closed)	302° F (150°C)

【Leakage Detector】

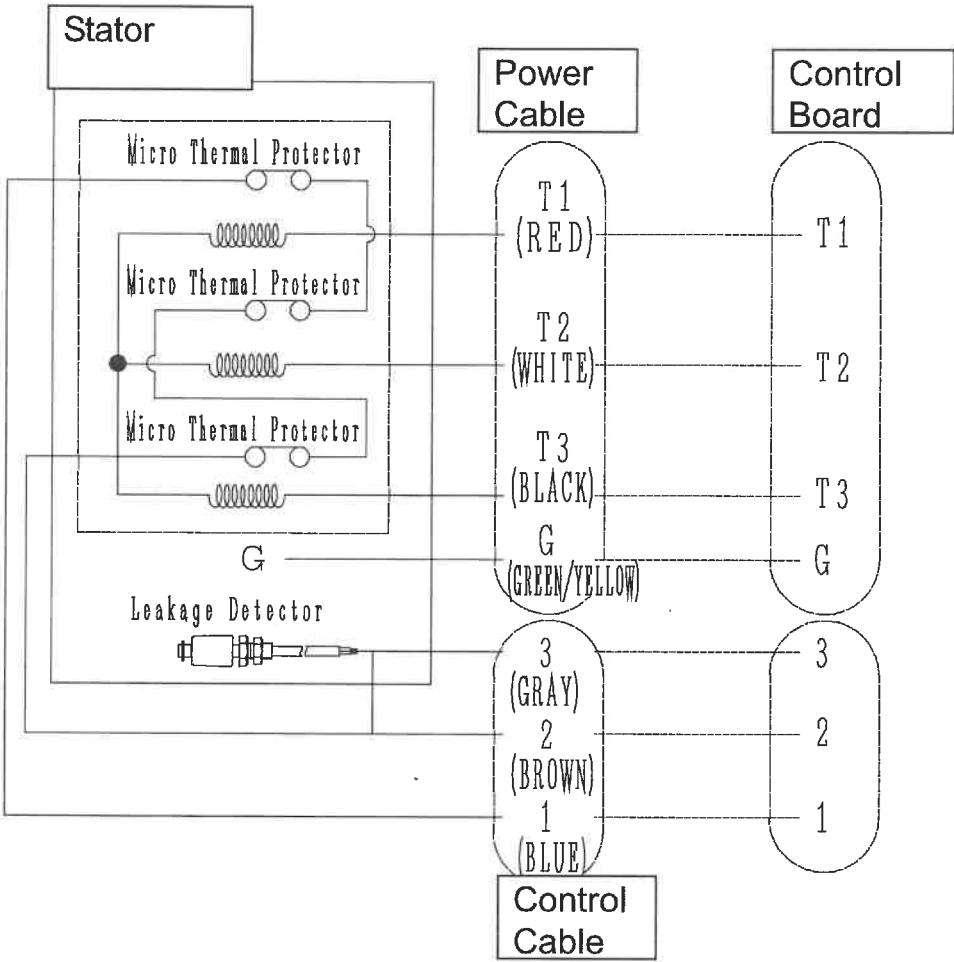
Float type leakage detector provided for mechanical seal failure protection.



No.	PART NAME	MATERIALS
1	LEAD WIRE	0.5mm ² FEP tubing
2	HOUSING	Brass (C3604BD, Nickel plating)
3	FLOAT	Foamed NBR + Phenolic Magnet : Ferrite
4	STOPPER	AISI 316 Stainless Steel

PROTECTOR MODEL	TYPE OF CONTACT
NOHKEN OLV-2B-T	a (Normally Open)

Wiring Diagram

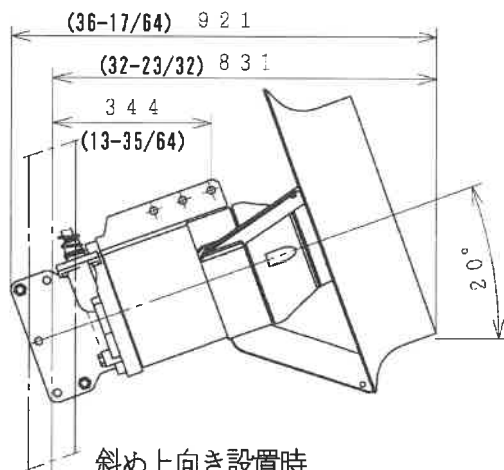
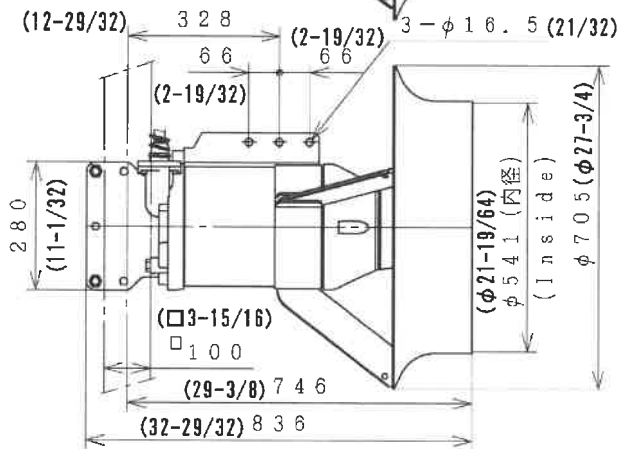
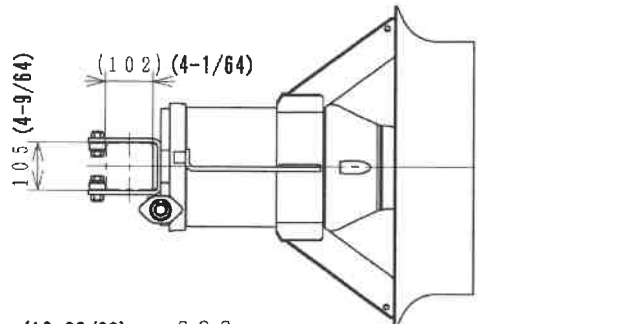


御注文主
CUSTOMER

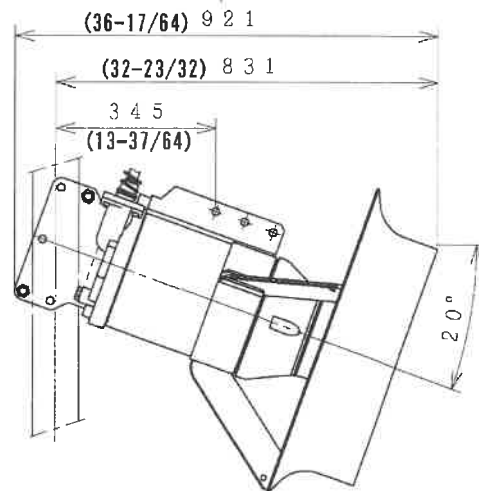
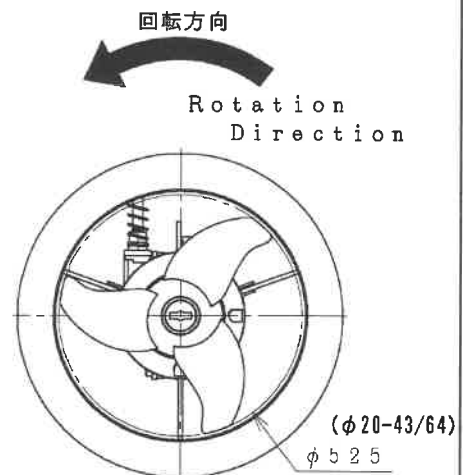
数量 3 台
QUANTITY SET

外形寸法図
Dimensional Drawing

SM50A



斜め上向き設置時
Oblique Increase



斜め下向き設置時
Oblique Decrease

	製図 DWG	勝見	'18.07.31	名称 TITLE 水中ミキサ 外形寸法図 Submersible Mixer Dimension Drawing	図番 DWG No.	Δ3 AM8498
	検図 JUDG	井谷	'18.07.31			
	承認 APPD	渡部	'18.07.31			

御注文主 CUSTOMER	数 量 QUANTITY	3	台 SET
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1. SUBMERSIBLE MIXER

MODEL	SM50A	GEAR RATIO	DIRECT
PROPELLER MATERIAL	SUS316L	MIXER WEIGHT	319.71b (145kg)
PROPELLER CODE	515	FLOW	7000.5usgpm (26.5m3/min)
PROPELLER DIA	20.7inch (525mm)	THRUST	900 N

2. MOTOR

TYPE	THREE PHASE SQUIRREL-CAGE INDUCTION MOTOR		
OUTPUT	6.7HP (5.0kW)	POLES	12 P
VOLTAGE	460 V	FREQUENCY	60 Hz
RATED CURRENT	15.3 A	STARTING CURRENT	42 A
INSULATION CLASS	E	STARTING METHOD	DIRECT
PROTECTOR	MICRO THERMAL PROTECTOR · LEAKAGE DETECTOR (ELECTRODE TYPE)		

3. ACCESSORIES

(1) CABLE	2PNCTS	50ft (15m)
(POWER)	AWG10 (5.5mm ²) × 4CORES	DIA φ0.87inch (φ22.0mm) ··1PIECE/1UNIT
(CONTROL)	AWG14 (2.0mm ²) × 2CORES	
(LEAKAGE DETECTOR)	AWG14 (2.0mm ²) × 1CORES	
(SPARE)	AWG14 (2.0mm ²) × 1CORES	
(2) NAME PLATE	··1SET/1UNIT	
(3) SHACKLE	··1SET/1UNIT	
(4) CABLE HANGER	··1SET/1UNIT	

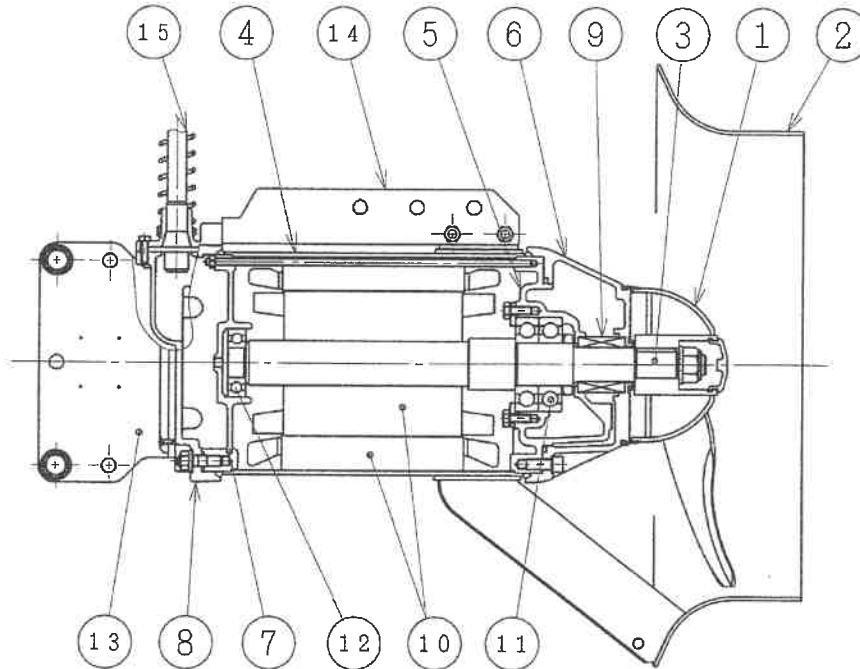
151 7233 00630603 N22	製図 DWG.	Y. MUKAINO	22-06-17	名称 TITLE SPECIFICATION	図番 DWG No. B01AG2396
	検図 JUDG.	S. HORIBE	22-06-17		
	承認 APPD.	K. YAKUSHI	22-06-17		

S

ShinMaywa

御注文主
CUSTOMER数量 3 台
QUANTITY SET

SM50A Sectional Drawing



No.	Denomination	Material
1	Propeller	SUS316L (316L stainless steel)
2	Draft Ring	SUS304L (304L stainless steel)
3	Shaft	SUS316 (316 stainless steel)
4	Stator Casing	SUS316L (316L stainless steel)
5	Mechanical Seal Bracket	FC200 (ASTM A48 Class 30)
6	Oil Casing	FC200 (ASTM A48 Class 30)
7	Bearing Bracket	FC200 (ASTM A48 Class 30)
8	Head Cover	FC200 (ASTM A48 Class 30)
9	Mechanical Seal	SiC / SiC
10	Rotor/Stator	—————
11	Ball Bearing	—————
12	Ball Bearing	—————
13	Slide	SUS304 (304 stainless steel)
14	Hunger Plate	SUS304 (304 stainless steel)
15	Cable	2 P N C T S

製図 DWG	T. Matsuo	14.11.19	
	検図 JUDG	K. Watanabe	14.11.19
	承認 APPD	K. Watanabe	14.11.19

名称
TITLESubmersible Mixer
Sectional Drawing・Material list図番
DWG No.

AN7031

新明和工業株式会社

ShinMaywa Industries, Ltd.

PT40397^{△1}

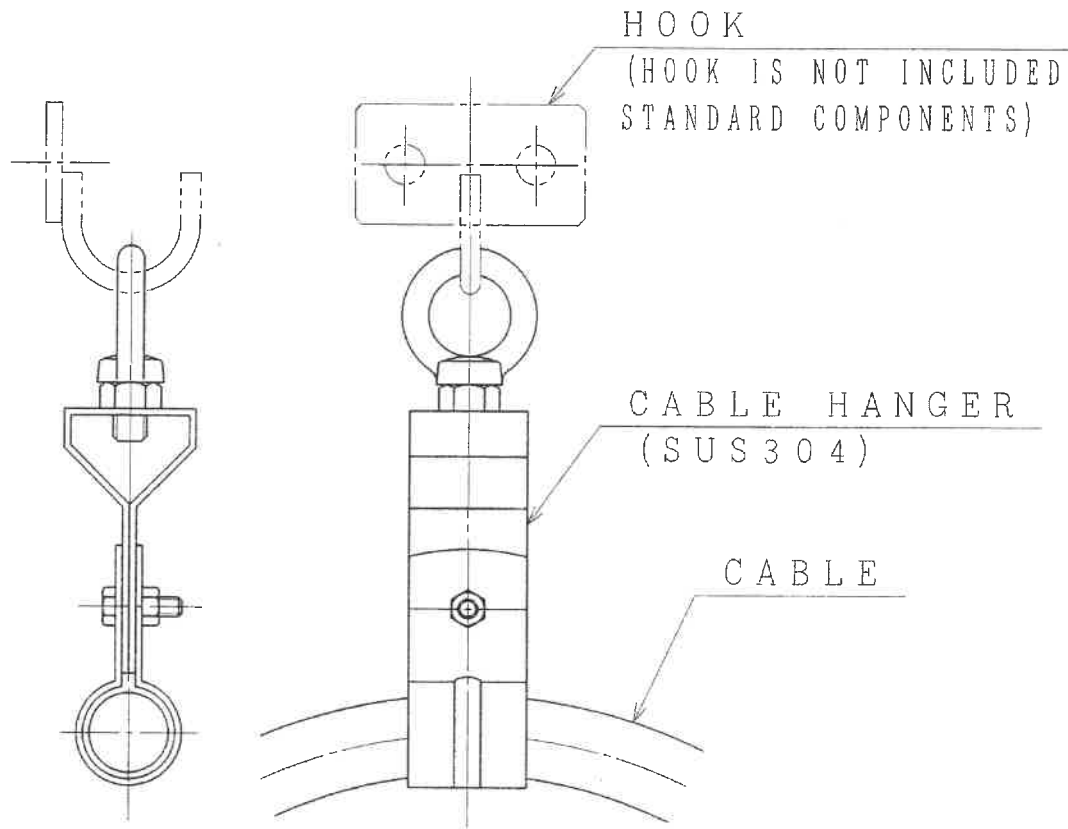
SY

ShinMaywa

御注文主
CUSTOMER

数量
QUANTITY 3 台
SET

e



CAUTION)

Hang the hoisting chain and power cable on the hooks respectively giving appropriate tension to them so that they never come into contact with each other.

If the cable is slack, it will make contact with the chain or wall, or be sucked into the Aerator, causing breakage or machine trouble.



製図 DWG	T. MORITA	02.8.7
検図 JUDG		
承認 APPD	TANAKA	02.8.7

名称
TITLE

CABLE HANGER

図番 DWG No.	2 S 3 1 9 8
---------------	-------------

新明和工業株式会社

ShinMaywa Industries, Ltd.

S

ShinMaywa

御注文主
CUSTOMER数 量 3 台
QUANTITY SETPROTECTORS SPECIFICATION

MAX. Voltage AC 250 V

MAX. Current AC 3 A

Capacity AC 600 VA

Contact Normally closed
(Automatically Reverse)

製 DWG	K. Okada	'03.5.8	名 称 TITLE	PROTECTORS SPECIFICATION	番 号 DWG No.	2 S 4 8 8 1	
	検 JUDG.	W. Tamabe					'03.5.12
	承認 APPD.	T. Kishimoto					'03.5.12

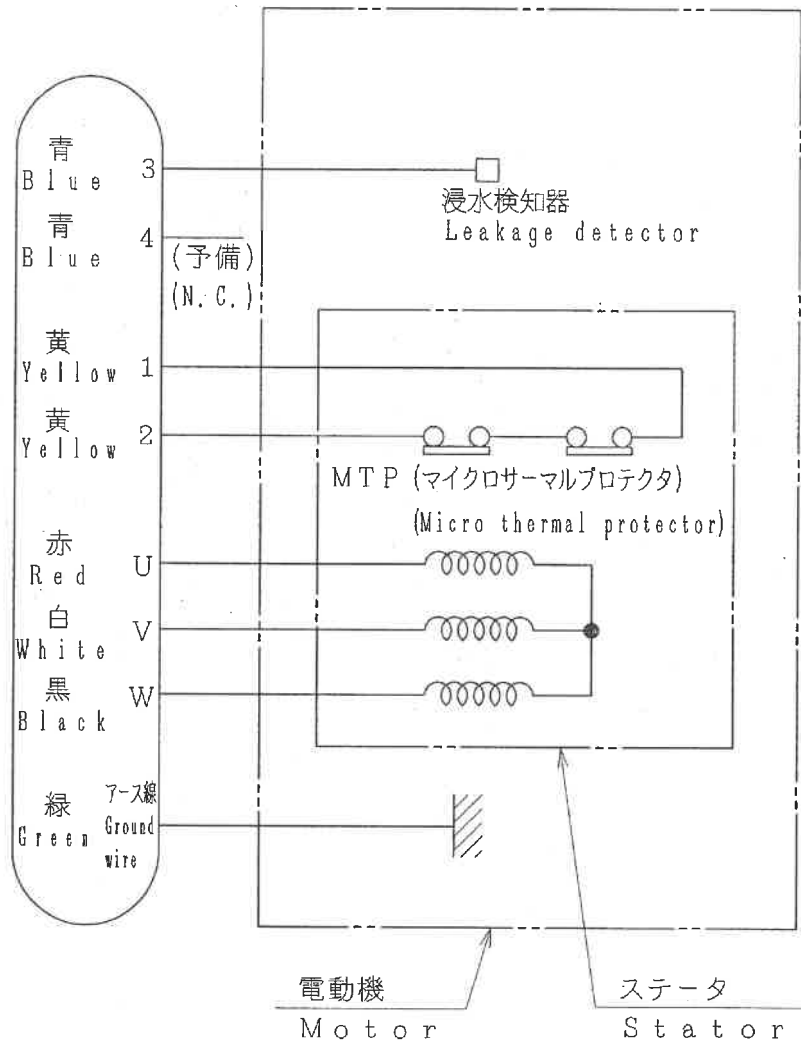
新明和工業株式会社

ShinMaywa Industries, Ltd.

S

御注文主 CUSTOMER	数量 QUANTITY	3	台 SET
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内部結線図
Wiring



製図 DWG.	古賀	'15.12.28	名称 TITLE 内部結線図 Wiring	図番 DWG No. AM8503
検図 JUDG.	松岡	'15.12.28		
承認 APPD.	渡辺	'15.12.28		

△ 英文併記

新明和工業株式会社

ShinMaywa Industries, Ltd.



Customer : Panama City Beach Utilities
Project name : PCB22-87 ITB

Pump Performance Datasheet
 Encompass 2.0 - 22.3.0

Item number	: 004	Size	: 610 - 10x10x15
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: 16-10x10x15-700
Quote number	: SH220906 PCB	Date last saved	: 20 Sep 2022 9:33 AM

Operating Conditions

Flow, rated	: 2,600.0 USgpm
Head, rated (requested)	: 20.00 ft
Head, rated (actual)	: 20.08 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available	: Ample
Site Supply Frequency	: 60 Hz

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids size limit	: 4.00 in
Solids concentration, by volume	: 0.00 %
Temperature	: 68.00 deg F
Fluid density	: 1.000 / 1.000 SG
Viscosity	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Performance

Speed criteria	: Synchronous
Speed	: 700 rpm
Impeller dia.	: 13.19 in
Impeller diameter, maximum	: 15.00 in
Impeller diameter, minimum	: 11.00 in
Efficiency	: 80.28 %
NPSH required / margin required	: 11.78 / 0.00 ft
nq (imp. eye flow) / S (imp. eye flow)	: 60 / 115 Metric units
Minimum Continuous Stable Flow	: 674.7 USgpm
Head max.	: 26.96 ft
Head rise to shutoff	: 34.19 %
Flow, best eff. point	: 2,610.1 USgpm
Flow ratio, rated / BEP	: 99.61 %
Diameter ratio (rated / max)	: 87.92 %
Head ratio (rated dia / max dia)	: 69.32 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Material

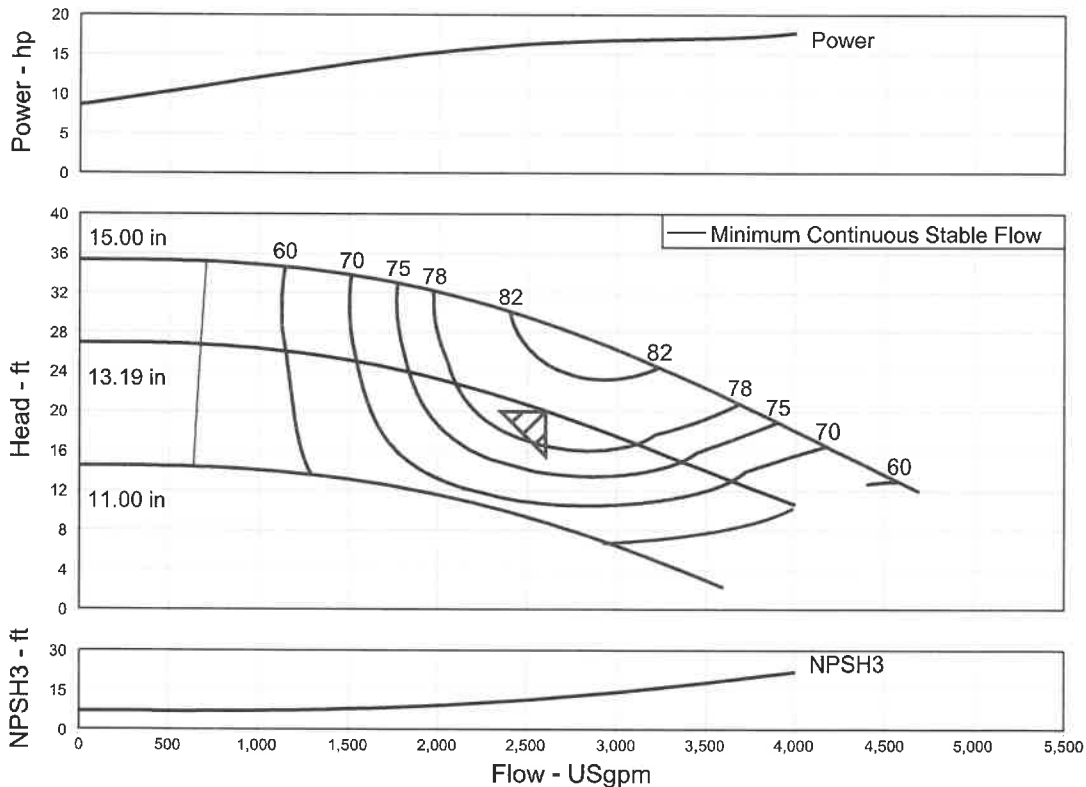
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 11.67 psi.g
Maximum allowable working pressure	: 100.0 psi.g
Maximum allowable suction pressure	: 100.0 psi.g
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

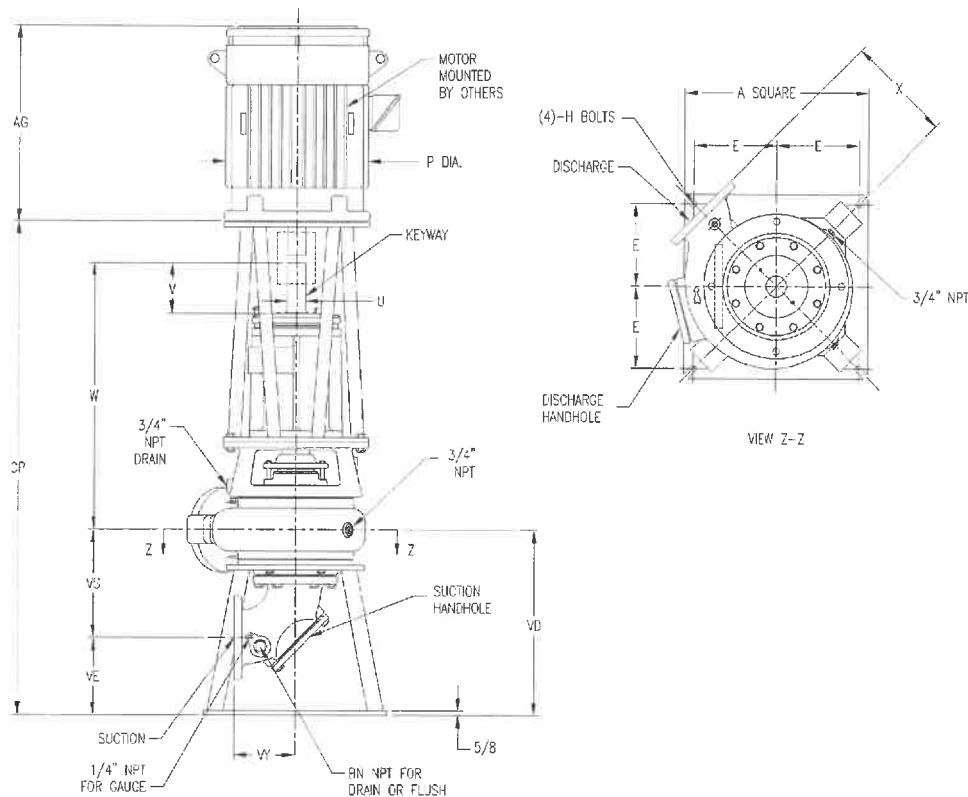
Driver sizing specification	: Max Power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 13.18 hp
Power, rated	: 16.42 hp
Power, maximum	: 17.73 hp
Motor rating	: 20.00 hp / 14.91 kW



MORROW WATER TECHNOLOGIES
 7440 CAHABA VALLEY ROAD
 BIRMINGHAM, AL 35242

PHONE: 205-408-6680 · FAX:

General Arrangement Drawing



A	BN	E	H	VY	W	X	CP	VD	VE	VS	P	AG	U	V	Key (LG)
30.00	1.50	13.75	0.75	11.00	34.81	20.00	73.31	32.94	11.88	21.06	21.00	25.00	2.38	6.38	4.00

Key (WD)	Key (DP)	Handhole Discharge	Handhole Suction
0.63	0.31	5"x7"	6.00

NOTES:

All dimensions are in inches.
 Dimensions shown may vary $\pm 0.5"$ (13mm) due to normal manufacturing tolerances.
 Not for construction, installation, or application purposes unless certified.
 Two 0.5" (13mm) NPT connections 180 degrees apart on the stuffing box for lubrication purposes are furnished as standard.
 Conduit box is shown in approximate location. Dimensions are not specified as they may vary with each motor manufacturer.
 AG and P dimensions of motor will vary based on make and style of motor. Dimensions shown reflect Aurora standard motors.
 See individual motor supplier dimensional data sheets for your application.

Pump Data			
Series	610	Liquid Type	Water
Model	613A	Discharge Size	10.00 in
Size	10x10x15	Suction Size	10.00 in
Flow	2600	Case Bore	15.00 in
Head	20	Temperature Rating	20
RPM	700 RPM	Connection Suc/Disch	Flange 125#/125#
Rotation	Right	Baseplate	Not Required
Pump Paint	Standard blue	Coupling	Woods Coupling

Motor Data			
Power	20.00 hp	Frame	364HP
Phase	0	Efficiency (%)	0
Frequency	60 Hz	Efficiency Rating	-
Volts	-	Enclosure	-
RPM	0	Manufacturer	-

Pump Material Data			
Pump Material	Standard Fitted	PowerFrame	Cast Iron ASTM A48
Casing	Cast Iron ASTM A48	Bearing Covers	Cast Iron ASTM A48
Impeller	Cast Iron ASTM A48	Seal Type	MechSeal
Shaft	316 Stainless Steel	Seal Material	-
Sleeve	Bronze ASTM B62	Lantern Ring	Glass Filled Teflon
Glands	AL, ASTM A356-T6		

Estimated Weights	
Pump	1,750.0 lb
Coupling	27.00 lb
Driver	0.00 lb
Total	1,777.0 lb

Additional Options

Split packing box

Certification Correct	
Customer	Panama City Beach Utilities
Customer Quote #	1762112
Job Name	PCB22-87 ITB
Market	Municipal



Quote Item #	004
Quote Date	21 Sep 2022

PCB22-87 ITB PUMPS AND MIXER PURCHASE

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PCB22-87 ITB PUMPS AND MIXER PURCHASE

PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND
SUBMITTED WITH THE BID

1. This sworn statement is submitted to City of Panama City Beach
by Kevin Hope
For MORROW WATER TECHNOLOGIES

Whose business address is

7440 Cahaba Valley Rd.
Birmingham, AL 35242

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is

—
(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g),
Florida Statutes, means a violation of any state or federal law by a person with respect
to and directly related to the transaction of business with any public entity or with an
agency or political subdivision of any other state or with the United States, including,
but not limited to, any bid, proposal, reply, or contract for goods or services, any lease
for real property, or any contract for the construction or repair of a public building or
public work, involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication of guilt, in any federal or state trial court of record relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury
verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

PCB22-87 ITB PUMPS AND MIXER PURCHASE

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

PCB22-87 ITB PUMPS AND MIXER PURCHASE

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or 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 Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING

OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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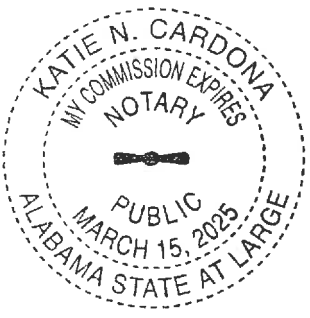
By: [Signature]

Print name: KEVIN HOPE

Its: Branch Mgr

Sworn to and subscribed before me this 22 day of September, 2022
Personally known _____ OR Produced identification Alabama License

Notary Public- State of Alabama



My commission expires 03/15/25

Katie N. Cardona

[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

PCB22-87 ITB PUMPS AND MIXER PURCHASE

CITY OF PANAMA CITY BEACH

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, VENDORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

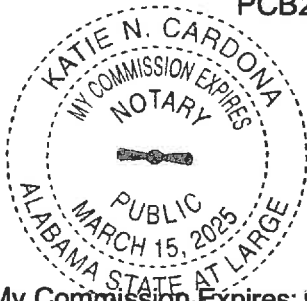
1. The Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Vendor and its Subcontractor are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Vendor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Vendor or its Subcontractor knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Vendor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF Alabama
 COUNTY OF Mobile

[Signature]
 Authorized Signature
KEVIN HOPE
 Printed Name
BRANCH MGR
 Title
Morrow Water Technologies
 Name of Entity/Corporation

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 22 day of September 2022, by Kevin Hope (name of person whose signature is being notarized) as the Branch manager (title) of MWT (name of corporation/entity), personally known _____, or produced Alabama Drivers license (type of identification) as identification, and who did/did not take an oath.

PCB22-87 ITB PUMPS AND MIXER PURCHASE



My Commission Expires: March 15, 2025
NOTARY SEAL ABOVE

Katie N. Cardona
Notary Public

Katie N. Cardona
Printed Name

[END OF E-VERIFY FORM]

Company ID Number: 519567

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Morrow Water Technologies, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

- employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

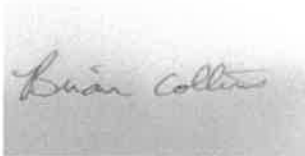
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Brian Collins	Vice-President
Signature	Date
	9/21/22
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Morrow Water Technologies, Inc.
Company Facility Address:	7440 Cahaba Valley Road Birmingham, AL 35242
Company Alternate Address:	
County or Parish:	Shelby

Employer Identification Number:	63-102183						
North American Industry Classification Systems Code:	333						
Parent Company:	Brownlee-Morrow Enterprises, Inc.						
Number of Employees:	20-99						
Number of Sites Verified for:	2						
<p>Are you verifying for more than one site? Yes If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td>AL</td> <td>2</td> <td>Birmingham and Theodore</td> </tr> </tbody> </table>		State	Number of sites	Site(s)	AL	2	Birmingham and Theodore
State	Number of sites	Site(s)					
AL	2	Birmingham and Theodore					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Hay, President
Telephone Number:	205-408-6677
Fax Number:	205-408-6690
E-mail Address:	chay@morrowwater.com

Name:	Brian Collins, Vice-President
Telephone Number:	205-408-6684
Fax Number:	205-408-6690
E-mail Address:	bcollins@morrowwater.com

PCB22-87 ITB PUMPS AND MIXER PURCHASE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF Bay)

Kevin Hope being, first duly sworn, deposes and says that he is Branch Manager of Morrow Water Technologies, the party making the foregoing Proposal or Bid; that such Bid and any subsequent award is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

Sworn to and subscribed before me this 22 day of September, 2022.



Katie N. Cardona
Notary Public
Katie Cardona
Printed Name

PCB22-87 ITB PUMPS AND MIXER PURCHASE

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Bidder who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

The undersigned Bidder, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: MORROW WATER TECHNOLOGIES

SIGNATURE: [Signature]

NAME: Kevin Hope

TITLE: Branch Manager

DATE: 9/22/2022

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

PUMPS AND MIXER PURCHASE AGREEMENT

THIS AGREEMENT for PUMPS AND MIXER PURCHASE is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **MORROW WATER TECHNOLOGIES, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will furnish, deliver and in some instances install the following items, as more particularly described in the Specifications in bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**:

Bid Item	Description	Quantity	Price
4	Belzona abrasion resistant coating	1	\$1,500
6	Single Stage Vertical Pump	1	\$69,740
TOTAL			\$71,240.00

If the Vendor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**. The City shall pay to the Vendor required by this Agreement, at the BID PRICE contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City when the City takes possession after satisfactory inspection of the pumps and mixer. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

4. INSURANCE

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

5. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

6. WARRANTY

The Vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from

other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. TERMINATION AND SUSPENSION

City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Vendor. In such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Jeff Crigler, PE

Title/Position: Assistant Utilities Director

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone:850-233-5100

B. As to Vendor:

Contract Representative: Kevin Hope

Title/Position: _____

Email address: khope@morrowwater.com

Mailing address:

Phone/Cell: 251-295-4844

17. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS
SCOPE OF WORK /SPECIFICATIONS
BID PROPOSAL FORM
STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON
PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS
PUBLIC ENTITY CRIMES STATEMENT
NON-COLLUSION AFFIDAVIT
E-VERIFY
TERMS AND CONDITIONS
NOTICE OF AWARD
AGREEMENT
EXHIBIT A
[ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. 1, dated September 16, 2022

IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

**MORROW WATER TECHNOLOGIES
INC., VENDOR**

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

THE CITY OF PANAMA CITY BEACH

ATTEST:

By: _____
Drew Whitman , City Manager

Lynne Fasone, City Clerk

PCB22-87 BID TABULATION PER ITEM

Item #	Description	Unit	Quantity	Brown Lee Morrow		Jim House & Associates		AAG	
				Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount
1	Furnish New 10 hp pumps for Lift Station #118	EA	2	\$6,600.00	\$13,200.00	NO BID	NO BID	\$8,125.00	\$16,250.00
2	Furnish New 10 hp pumps for Lift Station #87	EA	3	NO BID	NO BID	\$11,537.00	\$34,611.00	\$13,720.00	\$41,160.00
3	Rail Adaptor Couplings (4" Discharge)	EA	5	\$715.00	\$1,430.00	\$800.00	\$4,000.00	\$380.00	\$1,900.00
4	Belzona Coating - Impeller and Volute (One Pump)	EA	5	\$1,500.00	\$300.00	\$2,250.00	\$11,250.00	\$1,770.00	\$8,850.00
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$15,295.00	\$15,295.00	NO BID	NO BID	\$11,730.00	\$11,730.00
6	FURNISH & INSTALL - New 20 HP Aurora Vertical Singel Stage Pump	EA	1	\$69,740.00	\$69,740.00	NO BID	NO BID	NO BID	NO BID

Brown Lee Morrow changed the bid quantity on the Couplings and coating to 2.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Jason Pickle, Administration

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve Staff recommendation relating to the selection of a vendor for Enterprise Resource Planning Software and authorize the appropriate officers of the City to enter into contract negotiations.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health

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

City staff started the process of upgrading current Enterprise Resource Planning (ERP) software in November, 2021, by going to bid for consulting services and a system-wide needs assessment. The selected vendor, Plante Moran, assisted staff with crafting bid PCB22-68 ERP System Selection Project over the course of six (6) months with the bid posting on June 27th, 2022. This ERP software will replace multiple software systems currently used in the City with a single, unified, and transparent Software as a Service (SaaS) system encompassing Finance (accounts payable, receivables, general ledger, purchase orders, contract management, grant management), Payroll (time and attendance), HR (including employee self service portal and tools), Utility Billing, Business Licensing, Permitting, and Code Enforcement. Three (3) vendors submitted responsive packets and a committee of seven (7) City staff was formed to evaluate the software vendors' responses, participate in twelve (12) days of demonstrations touching multiple department systems, and exploring cost comparisons at the end of the demonstrations and evaluations. The committee has selected Univerus, Inc. as being the closest vendor meeting the City's overall goal and vision for the future.

Assuming approval of Resolution 23-13, Staff intends to bring a finalized contract with Univerus, Inc. to the December 8th, 2022, Council Meeting for approval. This project, from inception, is estimated to take eighteen to twenty-four (18-24) months to complete.

[Res 23-13.ERP Ranking Resolution.pdf](#)
[ERP RFP Scoring Sheet - final round.pdf](#)
[Evaluator Score for ERP RFP PCB22-68 - Final Round Combined_v2.pdf](#)

RESOLUTION NO. 23-13

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
AUTHORIZING THE CITY TO NEGOTIATE AN AGREEMENT FOR THE
PURCHASE OF ENTERPRISE RESOURCE PLANNING SOFTWARE
WITH UNIVERUS, INC.**

WHEREAS, in June 2022, the City solicited requests for proposals for an Enterprise Resource Planning Software to replace multiple software systems currently used by the City; and

WHEREAS, three vendors responded to the solicitation; and

WHEREAS, a seven member evaluation committee reviewed the proposals, and observed 12 days of demonstrations of vendor software to numerous City departments; and

WHEREAS, the committee ranked Univerus, Inc. No.1 and Edmonds & Associates No. 2 for purposes of entering negotiations for satisfactory contracts for this work.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized and directed to attempt to negotiate a Purchase Agreement for Enterprise Resource Planning Software with one of the Firms in the following order of ranking:

First – Univerus, Inc.
Second- Edmonds & Associates

and to return the negotiated Agreement to the Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

PCB22-68
ERP Selection Project

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates		Tyler Technologies		Univerus	
	Weight	<i>(Out of 100)</i> Score	Weight	<i>(Out of 100)</i> Score	Weight	<i>(Out of 100)</i> Score
Functional Requirements	0.30	16.71	0.30	23.57	0.30	27.43
Implementation Requirements, Plan and Timeline	0.30	19.71	0.30	20.57	0.30	21.86
Technical Requirements and Ongoing Support	0.30	20.14	0.30	16.71	0.30	24.00
Cost/Fee Schedule	0.10	10.00	0.10	2.92	0.10	2.57
		66.57		63.78		75.86
Ranking based upon overall scores	1	Edmonds & Associates 66.57142857	2	Tyler Technologies 63.78	3	Univerus 75.86
Ranking based upon FeeSchedule	1	Edmonds & Associates 10.00	2	Tyler Technologies 2.92	3	Univerus 2.57
Ranking based Experience, Quality of RFP, Understanding and References	1	Edmonds & Associates 56.57	2	Tyler Technologies 60.86	3	Univerus 73.29

ERP Selection Project

Scorer: Jason Pickle

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	3	0.3	18	5	0.3	30	4.5	0.3	27
Implementation Requirements, Plan and Timeline	3	0.3	18	4.5	0.3	27	4.5	0.3	27
Technical Requirements and Ongoing Support	4	0.3	24	4	0.3	24	4	0.3	24
Cost/Fee Schedule		0.1	10		0.1	2.92		0.1	2.57
			70.00			83.92			80.57

RATING

- 1-Poor
- 2-Fair
- 3-Good
- 4- Excellent
- 5-Superior

ERP Selection Project

Scorer: Lori Philput

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	2	0.3	12	5	0.3	30	5	0.3	30
Implementation Requirements, Plan and Timeline	3	0.3	18	3	0.3	18	3	0.3	18
Technical Requirements and Ongoing Support	3	0.3	18	2.5	0.3	15	4	0.3	24
Cost/Fee Schedule	0	0.1	10	0	0.1	2.92	0	0.1	2.57
			58.00			65.92			74.57

- RATING**
- 1-Poor
 - 2-Fair
 - 3-Good
 - 4- Excellent
 - 5-Superior

ERP Selection Project

Scorer: Debra Gibson

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	3.50	0.3	21	5	0.3	27	5	0.3	30
Implementation Requirements, Plan and Timeline	4	0.3	24	4.5	0.3	27	5	0.3	30
Technical Requirements and Ongoing Support	4.5	0.3	27	4	0.3	24	5	0.3	30
Cost/Fee Schedule		0.1	10		0.1	2.92		0.1	2.57
			82			80.92			92.57

- RATING**
- 1-Poor
 - 2-Fair
 - 3-Good
 - 4- Excellent
 - 5-Superior

ERP Selection Project

Scorer: Kim Skibba

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	2	0.3	12	4	0.3	24	4	0.3	21
Implementation Requirements, Plan and Timeline	3	0.3	18	3	0.3	18	3	0.3	18
Technical Requirements and Ongoing Support	2	0.3	12	2	0.3	12	4	0.3	24
Cost/Fee Schedule		0.1	10		0.1	2.92		0.1	2.57
			52			56.92			65.57

- RATING**
- 1-Poor
 - 2-Fair
 - 3-Good
 - 4- Excellent
 - 5-Superior

ERP Selection Project

Scorer: Carrie Jagers

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	2	0.3	12	3	0.3	18	5	0.3	30
Implementation Requirements, Plan and Timeline	3	0.3	18	3	0.3	18	3	0.3	18
Technical Requirements and Ongoing Support	3	0.3	18	2	0.3	12	3	0.3	18
Cost/Fee Schedule		0.1	10		0.1	2.92		0.1	2.57
			58			50.92			68.57

RATING

- 1-Poor
- 2-Fair
- 3-Good
- 4- Excellent
- 5-Superior

ERP Selection Project

Scorer: Erica Van Praet

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	4	0.3	24	3	0.3	18	5	0.3	30
Implementation Requirements, Plan and Timeline	4	0.3	24	3	0.3	18	4	0.3	24
Technical Requirements and Ongoing Support	4	0.3	24	3	0.3	18	5	0.3	30
Cost/Fee Schedule		0.1	10		0.1	2.92		0.1	2.57
			82			56.92			86.57

RATING

- 1-Poor
- 2-Fair
- 3-Good
- 4- Excellent
- 5-Superior

ERP Selection Project

Scorer: Doris Fowler

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	Edmonds & Associates			Tyler Technologies			Univerus		
	Rating	Weight	Score	Rating	Weight	Score	Rating	Weight	Score
Functional Requirements	3	0.3	18	3	0.3	18	4	0.3	24
Implementation Requirements, Plan and Timeline	3	0.3	18	3	0.3	18	3	0.3	18
Technical Requirements and Ongoing Support	3	0.3	18	2	0.3	12	3	0.3	18
Cost/Fee Schedule		0.1	10		0.1	2.92		0.1	2.57
			64			50.92			62.57

- RATING**
- 1-Poor
 - 2-Fair
 - 3-Good
 - 4- Excellent
 - 5-Superior

Client Name - Project Name
Round 2 Scoring Worksheet

Round 3 Evaluation Criteria	Weight	Doris Fowler			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	3	4	3	Functional Specifications Plante Moran's Analysis Application Software response
Implementation Requirements, Plan and Timeline	30	3	3	3	Implementation Plan response Staffing Plan response Cost Proposal
Cost including both one-time and on-going	10				Consider scope of solution based on modules bid
Technical Requirements and Ongoing Support	30	2	3	3	Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response
Weighted Score:		100	0.00	0.00	0.00
Rank:			1	1	1

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

	10-6-22
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Doris Fowler

Date

Tyler- not available support @ holiday
 Univerus- 3rd party vendors for most modules, but very good vendors - more able to keep up with current and future needs
 GovTech - Not much better than current system not able to close end of period

Ken Skibba

Round 3 Evaluation Criteria	Weight	Replace Text with Scorer Name			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	4	4	2	Functional Specifications Plante Moran's Analysis Application Software response
Implementation Requirements, Plan and Timeline	30	3	3	3	Implementation Plan response Staffing Plan response
Cost including both one-time and on-going	10	—	—	—	Cost Proposal Consider scope of solution based on modules bid
Technical Requirements and Ongoing Support	30	2	4	2	Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response
Weighted Score:		100	0.00	0.00	0.00
Rank:			1	1	1

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

Enter your name in Cell D2 before printing and signing.

10/6/22

Replace Text with Scorer Name

Date

Client Name - Project Name
Round 2 Scoring Worksheet

Round 3 Evaluation Criteria	Weight	Jason Pickle			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	5.00	4.50	3.00	Functional Specifications Plante Moran's Analysis
Implementation Requirements, Plan and Timeline	30	4.50	4.50	3.00	Application Software response Implementation Plan response Staffing Plan response
Cost including both one-time and on-going	10				Cost Proposal Consider scope of solution based on modules bid
Technical Requirements and Ongoing Support	30	4.00	4.00	4.00	Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response
Weighted Score:		100	81.00	78.00	60.00
Rank:			1	2	3

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

	10/6/22
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Jason Pickle



Date

Client Name - Project Name
Round 2 Scoring Worksheet

Round 3 Evaluation Criteria	Weight	Lori Philput			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	S	S	2.00	Functional Specifications Plante Moran's Analysis
Implementation Requirements, Plan and Timeline	30	3.00	3.00	3.00	Application Software response Implementation Plan response Staffing Plan response
Cost including both one-time and on-going	10				Cost Proposal Consider scope of solution based on modules bid
Technical Requirements and Ongoing Support	30	2.5 2.00	4.00	2.00	Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response
Weighted Score:		100	66.00	72.00	42.00
Rank:			2	1	3

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

	
Lori Philput	Date

Client Name - Project Name
Round 2 Scoring Worksheet

Round 3 Evaluation Criteria	Weight	Debra Gibson			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	4.50	5.0	4.50 ^{3.5}	Functional Specifications Plante Moran's Analysis
Implementation Requirements, Plan and Timeline	30	4.50	5.00	4.00	Application Software response Implementation Plan response Staffing Plan response
Cost including both one-time and on-going	10				Cost Proposal Consider scope of solution based on modules bid
Technical Requirements and Ongoing Support	30	4.00	5.00	4.50	Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response
Weighted Score:		100	78.00	87.60	78.00
Rank:			2	1	2

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

<i>Debra Gibson</i>	10/5/2022
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Debra Gibson

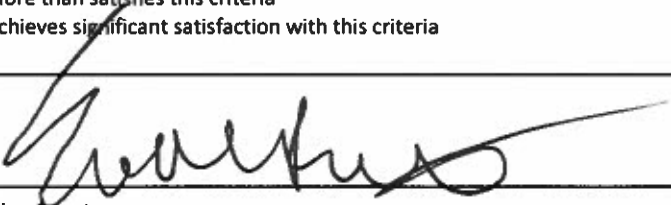
Date

Client Name - Project Name
Round 2 Scoring Worksheet

Round 3 Evaluation Criteria	Weight	Erica Van Praet			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	3.00	5.00	4.00	Functional Specifications Plante Moran's Analysis
Implementation Requirements, Plan and Timeline	30	3.00	4.00	4.00	Application Software response Implementation Plan response Staffing Plan response
Cost including both one-time and on-going	10				Cost Proposal Consider scope of solution based on modules bid
Technical Requirements and Ongoing Support	30	3.00	5.00	4.00	Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response
Weighted Score:		100	54.00	84.00	72.00
Rank:			3	1	2

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

	10/5/22
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Erica Van Praet

Date

Client Name - Project Name
Round 2 Scoring Worksheet

Round 3 Evaluation Criteria	Weight	Carrie Jagers			Evaluation Source / Reference
		Tyler Technologies	Univerus	Jones Edmunds GovTech	
Functional Requirements	30	3.00	5	2.00	<i>Functional Specifications Plante Moran's Analysis</i>
Implementation Requirements, Plan and Timeline	30	3.00	3.00	3.00	<i>Application Software response Implementation Plan response Staffing Plan response</i>
Cost including both one-time and on-going	10				<i>Cost Proposal Consider scope of solution based on modules bid</i>
Technical Requirements and Ongoing Support	30	2.00	3.00	3.00	<i>Technical Infrastructure response Vendor Hosted Option (if applicable) Ongoing Support Services response</i>
Weighted Score:	100	48.00	60.00	48.00	
Rank:		2	1	2	

Scoring Definitions

- (1) Does not satisfy this criteria
- (2) Minimally satisfies this criteria
- (3) Satisfies this criteria
- (4) More than satisfies this criteria
- (5) Achieves significant satisfaction with this criteria

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Carrie Jagers

Date



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lori Philput, Administration

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval of job descriptions for two new positions. Both are included in the FY 2023 budget.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A

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

The Utilities department has multiple divisions working for one cause. There is a need for assistance with personnel matters such as hiring, training, efficiencies and workflows as well as other day to day business issues including procurement and financial matters.

The Utilities Business Manager will be responsible for managing the operational duties and strategic daily planning for the different divisions. This position will also develop and implement new ideas and suggestions to improve or enhance effectiveness for utilities operations and staff and will assist the Utilities Director with planning and administering capital improvement projects and annual budget preparation. Funding for this position is included in the FY 2023 budget.

The IT Department has been growing exponentially since inception in 2017. With a complete Citywide ERP on the horizon and a staff of 5 full-time employees, a director is needed to assist with the strategic long-term planning for the City. Cybersecurity continues to be a top focus along with managing the continued support for all employees with multiple devices. Funding for this position is included in the FY 2023 budget.

The individual job descriptions are attached for Council review. Staff recommends approval.

[UTIL13 - Utilities Business Manager.pdf](#)

[IT01 - IT Director.pdf](#)



Utilities Business Manager

Utilities

UTIL/13

JOB SUMMARY

This position is responsible for daily strategic planning and managing operational duties in support of the Utilities Department.

MAJOR DUTIES

- Reviews and allocates invoices for payment; ensures all contractual and operational invoices follow City policy and procedure.
- Communicates vision as well as the ability to motivate and develop the employees in utility operations.
- Assists with the preparation of bids and contract specifications.
- Assists with the operational workflow of the department. Implements solutions for problem areas with regard to personnel.
- Develops and implements new ideas and suggestions to improve or enhance effectiveness for utilities operations and staff. Writes internal policies and procedures, prepares additions or revisions on an as needed basis.
- Prepares all payroll/change forms and Civil Service requisitions for department vacancies, promotions, or terminations; assists with workers' compensation claims, disciplinary actions, and incident/accident reports. Assists other supervisory staff on selection of qualified candidates for hire.
- Researches and prepares documentation for City insurance claims representatives. Responds to questions on behalf of the department when additional information or clarification is required.
- Directs and conducts studies and research, prepares reports and other publications relating to management policies, operations, and department objectives.
- Assists the Utilities Director with planning and administering capital improvement projects and annual budget preparation.
- Schedules training and proctors necessary examinations for Utilities Department staff.
- Maintains department personnel files and records.

- Acts as a Notary Public
- Monitors time sheets and makes corrections for department personnel on a bi-weekly basis.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of project management principles.
- Knowledge of accounting principles.
- Knowledge of city HR/payroll policies and procedures.
- Knowledge of city and departmental policies and procedures.
- Knowledge of computers and job-related software programs.
- Skill in prioritizing, planning, and organizing work.
- Skill in problem solving.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Utilities Director assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include the state sunshine laws, GAAP, procurement guidelines, labor laws, safety policies, building codes, and city policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of operational management duties. The variety of tasks to be performed combined with frequent interruptions contributes to the complexity of the position.
- The purpose of this position is to provide specialized strategic planning and operational support for the department. Successful performance contributes to the efficiency and effectiveness of those operations.

CONTACTS

- Contacts are typically with co-workers, other city employees, representatives of other government agencies, contractors, vendors, consultants, and members of the general public.
- Contacts are typically to give or exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table. The employee occasionally lifts light objects and distinguishes between shades of color.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over the Administrative Support Specialist.

MINIMUM QUALIFICATIONS

- Bachelor's degree in Public Administration, Organizational Management or Leadership.
- Possess an ability to communicate vision as well as the ability to motivate and develop the employees in utility operations.
- Five years of related experience in municipal government in accounting/finance, procurement, and utilities administrative operations. A combination of experience and training which provides the required knowledge, skills and abilities will be considered.
- Authorized to proctor collection examinations for Utilities Department personnel.
- Possession of a Certified Administrative Professional certification preferred.
- Commissioned as a Notary Public in the State of Florida.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature

Date



IT Director

Information Technology

IT/01

JOB SUMMARY

This position is responsible for directing the city's information technology services and functions.

MAJOR DUTIES

- Maintains network connectivity, network security, and network infrastructure; monitors VPN traffic for interoffice connectivity, file sharing, electronic time clock reporting, and server and workstation backups.
- Manages help desk tickets and issues; manages other administrators in the ticket system and sets priorities.
- Manages the email suite for city employees, including email security, email training, and email backups.
- Manages information technology projects for city departments, including network restructuring projects, CCTV camera systems, new wireless systems, etc.
- Monitors fleet management software and ensures the production of accurate daily reports.
- Writes technical RFPs and RFQs for large-scale projects.
- Develops and implements IT procedures and policies, reviews existing policies and procedures, modifies, updates, and revises as necessary.
- Manages the purchase of IT hardware and software, codes invoices by departments.
- Responds to public record requests for email communications, text message communications, and videos.
- Maintains and administers the city fueling systems.
- Maintains and administers the city access control systems.
- Manages the city website.
- Attends interdepartmental meetings, staff meetings, and conferences.

- Plans and prepares annual budget for the Department, monitors and tracks cost expenditures.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of network technologies, hardware, and software, including those related to servers, storage, data management, networking, wireless technology, cellular technology, personal computers, peripheral equipment, etc.
- Knowledge of information technology management and operational policies, procedures, and practices.
- Knowledge of security and disaster recovery principles.
- Knowledge of IT hardware and software installation, repair, and updating principles.
- Knowledge of city purchasing policies and procedures.
- Knowledge of the principles, practices, and methodology of systems analysis.
- Knowledge of automated systems capabilities and programming techniques.
- Knowledge of the current trends and developments in field of information technology.
- Knowledge of the principles of supervision, organization, and administration.
- Skill in problem solving.
- Skill in organization and project management.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The City Manager/Assistant City Manager assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include industry best practices, state and local requirements and statutes, vendor and

technology standards and manuals, and department and city policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, supervisory, and project management duties. Frequent changes to technology contribute to the complexity of the position.
- The purpose of this position is to direct the city's information technology functions. Successful performance helps ensure the efficiency and effectiveness of all city operations.

CONTACTS

- Contacts are typically with coworkers, other city personnel, elected and appointed officials, vendors, contractors, representatives of other organizations, other IT professionals, and the general public.
- Contacts are typically to exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and distinguishes between shades of color.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over IT Systems Administrator and IT Specialist.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require eight to ten years of related experience with three to five years in management.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Florida for the type of vehicle or equipment operated.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature

Date



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Mel Leonard, Building & Planning

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

It is recommended that the City Council hold a second reading and quasi-judicial public hearing on the proposed ordinance rezoning the property from R-1C (Single Family Residential) to CM (Commercial Medium Intensity).

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: Economic Development

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

The Planning Board considered the rezoning request from R-1C (Single Family Residential) to CH (Commercial - High Intensity) at their July 13, 2022 and August 10, 2022 meetings. The Planning Board recommended approval to CM (Commercial - Medium Intensity) rather than CH by a vote of 7 to 0. The CM zoning will allow for short-term rentals but prohibits townhomes.

[Ord_1598.Rezoning_Request.800_and_802_Young_Street.Second_Reading.pdf](#)
[Young St. Ex. A.docx](#)
[Young_Street_800_and_802_zoning.jpg](#)
[Young_Street_800_and_802_aerial.jpg](#)
[Draft Planning Board Minutes Rezoning 800 802 Young Street.pdf](#)
[Young Street rezoning DRAFT Planning Board Order.pdf](#)
[Ord 1598 PanamaCityNewsHerald_20220927_B09_5 \(1\).pdf](#)

ORDINANCE NO 1598

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R-1C) TO COMMERCIAL MEDIUM INTENSITY (CM) CERTAIN PARCELS OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.328 ACRES; LOCATED AT 800 AND 802 YOUNG STREET, PARCEL IDS 33824-000-000 AND 33823-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, Jim Bishay, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from single family residential (R-1c) to commercial high intensity (CH); and

WHEREAS, on August 9, 2022, the City Council considered applicant's petition, voted in opposition to the rezoning, and remanded the issue to the Planning Board for further consideration; and

WHEREAS, on August 10, 2022, the Planning Board and the property owner agreed that rezoning the property to commercial medium intensity (CM) was the most consistent use with the City's Comprehensive Plan; and

WHEREAS, this ordinance changes only the zoning map designations of the real property described herein; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on August 10, 2022, and recommended approval of the request by a vote of 7-0; and

WHEREAS, after consideration of evidence adduced in a properly advertised public hearing conducted on _____, 2022, the City found the requested

change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from single family residential (R-1c) to commercial medium intensity (CM), to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"

and the City's Zoning Map is amended accordingly.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance 1588 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2022.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ , 2022.

Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the 27th day of September, 2022, and
POSTED on pcbfl.gov on the _____ day of September, 2022.

Lynne Fasone, City Clerk

EXHIBIT A

PARCEL 1: BEGINNING AT A POINT WHICH IS 200 FEET EAST AND 201.44 FEET SOUTH OF THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST; RUNNING THENCE SOUTH 50 FEET; THENCE EAST 72 FEET; THENCE NORTH 50 FEET; THENCE WEST 72 FEET TO THE POINT OF BEGINNING.

PARCEL 2: BEGINNING AT A POINT WHICH IS 200 FEET EAST AND 51.44 FEET SOUTH OF THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST; RUNNING THENCE SOUTH 150 FEET; THENCE EAST 72 FEET; THENCE NORTH 150 FEET; THENCE WEST 72 FEET TO THE POINT OF BEGINNING.

FLUM/Rezoning Request for 800 and 802 Young Street



0 0.0475 0.095 0.19 Miles

FLUM/Rezoning Request for 800 and 802 Young Street



**CITY OF PANAMA CITY BEACH
 PLANNING BOARD MEETING MINUTES
 August 10, 2022
 MINUTES TO THE REGULAR MEETING**

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Johns, Mr. Coleman, Mr. Morehouse, Mr. Register, Ms. Simmons and Chairman Wakstein. Mr. Coleman led the Pledge of Allegiance.

ITEM NO. 3 Approval of the July 13, 2022, Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. Mr. Scruggs made a motion to approve, and it was seconded by Mr. Johns. Ms. Chester called the roll.

Mr. Scruggs	Yes	Mr. Johns	Yes	Mr. Coleman	Yes
Mr. Morehouse	Yes	Mr. Register	Yes	Ms. Simmons	Yes
Chairman Wakstein	Yes				

ITEM NO. 4 Public Comments – Non-Agenda Items

There were no public comments.

Chairman Wakstein introduced and welcomed Mr. Lanie Smith as the City’s new Code Enforcement Manager. Mr. Smith mentioned he is new to the position, but not to the City. He asked the Board for what they would like to see from Code Enforcement in the future.

Mr. Leonard announced that Mr. Silky has retired, and Ms. Chester is transitioning to that role.

ITEM NO. 5 Rehearing a request from Jim Bishay who is requesting approval for a Rezoning from R-1c (Single Family Residential) to CH (Commercial High Intensity). The subject parcels are located at 800 and 802 Young Street and is approximately .328 acres.

Mr. Leonard stated that the vote for the comprehensive plan amendment stands. The Board will consider the rezoning request that was not voted on at the last Planning Board meeting. The first reading of the zoning request for CH was denied by the City Council. This will leave the board to decide on the zoning for Tourist designation. The choices are CM, CL or no decision.

Mr. Davis explained that at the previous Planning Board meeting the Board heard the comprehensive plan request. There were three (3) absences with the vote being three (3) to one (1). According to the rule of quorum in the LDC it should have been an approval not denial of the request. Approval of Tourist for Future Land Use stands, but the Board did not hear the rezoning request at that time. Mr. Davis said that he asked for this to be reheard so the Board can determine the proper zoning. He further explained the choices were denial, or approval of CL or CM and the Board’s decision will go back to the Council.

Chairman Wakstein explained the procedures for the quasi-judicial hearing and asked Ms. Chester to swear in any adversely affected parties or anyone wishing to give testimony.

Chairman Wakstein asked Mr. Leonard if all the notice requirements were met, and he stated they were satisfied. Ms. Chester was asked to call Jennings Act.

Mr. Johns, nothing to disclose. Mr. Coleman, nothing to disclose. Mr. Morehouse, nothing to disclose. Ms. Simmons visited the property and spoke with City staff. Mr. Register, nothing to disclose. Mr. Scruggs, nothing to disclose. Chairman Wakstein spoke with City staff and Mayor Sheldon.

Mr. Leonard reminded everyone that they are hearing a rezoning request of R-1c, Single Family Residential to CH, Commercial High Intensity. The zoning map was displayed and Mr. Leonard described the street as being narrow in width with a mixture of commercial and single-family residential zoning.

Chairman Wakstein asked the Board if there were any questions. Mr. Coleman asked if CM would allow the property owner to follow his intended plan. Mr. Leonard responded that he was unsure of the applicant’s intended plans, but CM would allow everything CH does except townhomes.

Chairman Wakstein asked Mr. Bishay to present his application. Mr. Bishay was available via

Zoom and stated that he has no intention of developing townhomes. He explained that he decided on CH after discussion with Mr. Silky. He stated there are four lots, and R-1c would only allow two homes on the four lots to be developed. He explained there is a creek running through one parcel as well as one lot is 50' in width not 60'. Mr. Bishay continued that he is not looking for high density development, he is looking to be able to build on a 50' wide lot. He stated that the set-back will be larger than that of R-1c, but he would be able to have four homes. He commented that there is a short-term rental adjacent to the parcel. He also mentioned that he has spoken with some of the neighbors about changing the street from septic to sewer.

Chairman Wakstein asked if there were any questions of the applicant. Ms. Simmons asked Mr. Bishay if he would be able to do everything he was requesting if the property was a CM. He responded that he would.

Chairman Wakstein called for any adversely affected parties to speak at this time and there was no comment from anyone. No public comment. Chairman Wakstein opened board discussion.

Mr. Leonard explained to Mr. Bishay, the city recognizes the four lots were created before the Land Development Code, which created the minimum size for properties. There are four non-conforming lots and at least three of the lots are buildable without changing the zoning. Mr. Leonard asked if it mattered whether or not he would be able to have short-term rentals. Mr. Bishay responded that he would like to have the option to have short-term rentals.

Chairman Wakstein closed the public portion of the meeting and opened for board discussion. Mr. Scruggs suggested that if CM gives Mr. Bishay what he needs, then they should go with CM. Mr. Register agreed with Mr. Scruggs. Ms. Simmons commented that she discussed CM with City staff and that would allow the owner to do what he needs and not negatively impact the surrounding lots. Mr. Morehouse made a motion to approve the CM designation for the property. Mr. Coleman seconded the motion. Ms. Chester called roll.

Mr. Scruggs	Yes	Mr. Johns	Yes	Mr. Coleman	Yes
Mr. Morehouse	Yes	Mr. Register	Yes	Ms. Simmons	Yes
Chairman Wakstein	Yes				

ITEM NO. 6 Concurrency Report

Mr. Leonard introduced the item and explained that this is the annual update of public facilities and their level of service. He stated that any changes or edits can be made with the Board's approval.

Chairman Wakstein opened board discussion. Ms. Simmons asked for clarification if the Florida Natural Areas Inventory was previously done for the area, and she understood there was no natural scrub habitat. Mr. Leonard responded that there were a few in the area, but none within the city limits so it was not included. He further explained that the Florida Natural Areas Inventory information is helpful because there may be other plant or animal species that are protected. There was discussion of whether to delete "located on" from the 'Natural Resources' section of the report, it remained as written.

Mr. Morehouse made a motion to approve the concurrency report and it was seconded by Mr. Scruggs.

Mr. Scruggs	Yes	Mr. Johns	Yes	Mr. Coleman	Yes
Mr. Morehouse	Yes	Mr. Register	Yes	Ms. Simmons	Yes
Chairman Wakstein	Yes				

The meeting adjourned at 1:25 p.m.

DATED this _____ day of _____, 2022.

Josh Wakstein, Chairman

ATTEST:

Andrea Chester, Secretary

**PLANNING BOARD OF THE
CITY OF PANAMA CITY BEACH**

IN RE: REQUEST FOR a Rezoning from R-1C to CH (Commercial-High Intensity) for 0.328 acres located at 800 and 802 Young Street. Parcel ID 33824-000-000 and 33823-000-000.

Submitted by: Jim Bishay

**ORDER RECOMMENDING APPROVAL OF A
REZONING REQUEST**

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on August 10, 2022 for a Rezoning from R-1C to CH for 0.328 acres hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Jim Bishay (“The Applicant”) is the owner of approximately 0.328 acres located at 800 and 802 Young Street (the “Subject Property”).
2. The Applicant submitted a complete application for a Rezoning pursuant to section 10.02.10.
3. Staff submitted a detailed written analysis of the Applicant’s request and presented competent substantial evidence that the Applicant had met the conditions for Planning Board review pursuant to section 10.02.10, 10.07.00 and 10.08.00.
4. The Applicant presented competent substantial evidence in support of the Rezoning request.
5. The Planning Board conducted properly noticed, quasi-judicial hearing in which testimony of the Applicant and Staff was received. No adversely affected parties nor anyone from the public gave testimony.

CONCLUSIONS OF LAW

6. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.02.10, 10.04.03, 10.04.04, 10.07.00 and 10.08.00 of the City’s Land Development Code, the Planning Board has jurisdiction to conduct a quasi-

judicial hearing considering the Rezoning Request.

7. The Planning Board determined the CH zoning district would permit townhomes and such development is not currently present on Young Street and would be incompatible with existing development.
8. The Planning Board determined that single family residential dwellings used as short-term rentals are compatible with the development on Young Street but that the CM (Commercial - Medium Intensity) zoning district is a more appropriate zoning designation than CH.
9. The applicant modified his request at the meeting to a rezoning request of CM.
10. Based upon the testimony of the Applicant, the City staff report, the documents submitted in support of the applications, the Planning Board finds the modified request for a Rezoning from R-1C to CM is consistent with the City's Comprehensive Plan by a vote of 7 to 0.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject modified Rezoning Request is hereby recommended for APPROVAL (7 – 0).

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this ____ day of _____, 2022.

ATTEST:

CHAIRMAN, Josh Wakstein

Mel Leonard, Building and Planning Director

Govt Public Notices

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following entitled ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and final adoption at its regular meeting to be conducted at 6:00 P.M. on THURSDAY, OCTOBER 13, 2022, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to wit,

ORDINANCE NO 1598
AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R-1C) TO COMMERCIAL MEDIUM INTENSITY (CM) CERTAIN PARCELS OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.328 ACRES; LOCATED AT 800 AND 802 YOUNG STREET, PARCEL IDS 33824-000-000 AND 33823-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk, at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

ALL INTERESTED PERSONS desiring to be heard on the adoption of the aforesaid ordinance are invited to be present at the meeting. Copies of the ordinance may be obtained or inspected at the office of the City Clerk, Panama City Beach, Florida, at the City Hall.

CITY OF PANAMA CITY BEACH, FL
PCNH 9/27/22





CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cole Davis, Legal

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Consider first reading of Ordinance 1597 prohibiting smoking on the sandy gulf beach and in City parks.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

Attractive Community

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

In June, 2022, Governor Ron DeSantis signed House Bill 105 allowing for cities to prohibit smoking at beaches and parks. The City Council has expressed interest in considering enacting such an ordinance which is now presented for first reading.

Ordinance 1597 prohibits smoking or vaping on the City's beaches or in the City's parks. Unfiltered cigars are exempted in both places, as required by Florida Statute. Additionally, exemptions are made for those smoking in their personal vehicles in City parks, during a special event, and in areas designated by the City Manager.

If adopted, special events which allow smoking will be required to pay an additional security deposit to cover the cost of cleaning any smoking-related litter.

[Ord 1597.Prohibit Smoking on Beach and Parks.10.06.22.pdf](#)

ORDINANCE NO. 1597

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES; PROVIDING FOR DEFINITIONS; PROHIBITING SMOKING AND VAPING IN CITY PARKS; PROHIBITING SMOKING AND VAPING ON THE SANDY GULF BEACH; PROVIDING FOR EXCEPTIONS; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Article III, Chapter 4 of the Code of Ordinances of the City of Panama City Beach, related to Rules and Regulations for Park Use is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE III. - RULES AND REGULATIONS FOR TRAIL AND PARK USE

Sec. 4-51. - Definitions.

As used in this section:

City Beaches shall mean and include the City's public beach access easements, and the sandy Gulf beach lying 400 feet east and west of the City's Russell-Fields Pier.

City Parks shall mean and include Frank Brown Park, Aaron Bessant Park, Maggi Still Park, Scott Field, Popeye Park, Conservation Park, Gayle's Trails, City Beaches and the Lyndell Conference Center.

Gayle's Trails or *trails* shall mean and include the recreational trails throughout the City and within Frank Brown Park and Panama City Beach Conservation Park, as well as those recreational trails proximate to those parks and leading to the Florida Greenways and Trails System, which are maintained for pedestrians by the City.

Fishing Areas shall mean and include the City's Russell-Fields Pier, and Frank Brown Park Youth Fishing Pond.

Ordinance 1597 – first reading draft
Page 1 of 5

Pet Friendly Areas shall mean those parks or portions of parks designated by Ordinance or Resolution 1 of the City Council for use by specified animals.

Smoking shall mean inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

“Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

“Vapor” and “Vapor-generating electronic device” shall have the meaning proscribed to it by section 386.203, Florida Statutes, as amended.

Sec. 4-52. – Rules of conduct for members of the public in City parks, generally.

- (a) No glass. Possession or use of any glass container is prohibited.
- (b) No alcohol. Consumption of alcohol is prohibited unless permitted by the City Manager as part of a Special Event.
- (c) No hand controlled flying objects, including but not limited to drones and radio- or remote- controlled flying toys, except in designated areas.
- (d) Pets.
 - i. Except in enclosed areas designated for the unrestrained running of dogs or official training classes, pets must be kept on a leash at all times. This section shall not apply to service animals, while such animal is providing service to its owner.
 - ii. No more than two pets per person.
 - iii. All pets must wear tags indicating current shots and ID.
 - iv. Female dogs in heat, or dogs younger than 4 months old, are not permitted in City Parks.
 - v. Pets must be supervised and attended to at all times.
 - vi. Owners must immediately clean up after their pets by placing waste in the proper disposal stations.
- (e) Use of facilities:
 - i. No person shall enter or remain in any area of the park which is designated by the City as being closed to the public, nor shall any person use or abet the use of any area in violation of posted notices.
 - ii. No person shall disturb or interfere unreasonably with any person or party occupying any area, or participating in any activity, under the authority of a permit from the City.

- (f) Reservation of facilities. Except as provided below or as may be specifically permitted by Resolution of the City Council from time to time, park facilities are non-exclusive and available on a first-come, first served basis.
- i. The following facilities must be reserved in advance: Frank Brown Park Festival Site for Special Events, Aaron Bessant Park Amphitheater for Special Events, Athletic Fields for Tournament Play, Aquatic Center for Swim Meets or Special Events, Lyndell Meeting Room and/or Ballroom, Philip Griffiths Community Center Classroom and/or Gymnasium, and Beach Volleyball courts for Tournament play.
 - ii. The following facilities may be reserved in advance: Frank Brown Park Pavilions, Conservation Park Pavilion, Conservation Park Outdoor Classroom.
- (g) Parking.
- i. Overnight parking is prohibited.
 - ii. Roadside parking is prohibited. Vehicles shall be parked in designated parking areas only.
- (h) No tents without prior approval of Park staff. Any tent larger than 10x10 will need a permit issued by the City's Building Department, and an inspection by the City's Fire Department.
- (i) No sale of goods or services, unless pursuant to permit issued by the City. Permitted vendors must set up only in the location approved by their permit, and timely comply with the City's business licensing requirements.
- (j) It shall be unlawful to litter in City Parks.
- (k) Playing golf, practicing golf strokes or striking a golf ball with a golf club is prohibited except in areas designated for these purposes.
- (l) It shall be unlawful to mark, deface, disfigure, injure or tamper with or in any way damage or cause damage to park turf, facilities or improvements.
- (m) It shall be unlawful to Smoke or Vape in City Parks except as follows:**
- i. Smoking unfiltered cigars.**
 - ii. Smoking or Vaping in any smoking area clearly marked and designated by the City Manager.**
 - iii. Smoking or Vaping by a person in a parked personal vehicle on City Park property.**
 - iv. When permitted by the City Manager as part of a Special Event. For any Special Event in any City Park which allows Smoking or Vaping, the City Manager shall increase the deposit required by section 4-20(u) of this Code of Ordinances.**

SECTION 2. From and after the effective date of this ordinance, Article I, Chapter 7, Section 7-13 of the Code of Ordinances of the City of Panama City Beach, related to Beaches, Boats, and Water Safety is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE I. - IN GENERAL

Sec. 7-13 Smoking or Vaping on beach prohibited.

(a) No person shall Smoke or Vape on or upon the sandy beach of the Gulf of Mexico, within the City limits, except as follows:

(1) Smoking unfiltered cigars.

(2) When permitted by the City Manager as part of a Special Event. For any Special Event which allows Smoking or Vaping, the City Manager shall increase the deposit required by section 4-20(u) of this Code of Ordinances.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 5. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the
City Council of the City of Panama City Beach, Florida, this ____ day of
_____, 2022.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of
_____, 2022.

MAYOR

Published in the _____ on the ____ day of _____, 2022.

Posted on pcbfl.gov on the ____ day of _____, 2022.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Kelly Jenkins, Public Works

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Village at Sunnyside Beach.

4. AGENDA:
REGULAR AGENDA

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

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development

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

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Village at Sunnyside Beach development is generally located on the southeast corner of the Panama City Beach Parkway and Kelly Street intersection. This proposed subdivision is part of a Planned Unit Development (PUD). This plat proposes lots for 67 single family homes and its associated stormwater management areas. The remainder of the property within the single family residences is proposed to be utilized as common area. This residential development has approved subdivision plans and the related infrastructure will remain private. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed on the plat itself.

Staff has reviewed the subject plat and determined that, if the outstanding issues are addressed, it will meet applicable requirements.

[Plat_Village at Sunnyside 20221003.pdf](#)
[Proof of Publication Sunnyside FL # 7797812\(8274683.1\).pdf](#)

VILLAGE AT SUNNYSIDE BEACH

DEDICATION:

THE UNDERSIGNED, S & L KARIAN PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY SHOWN HEREON AS "VILLAGE AT SUNNYSIDE BEACH" DOES INTEND SUBDIVISION AS PLANNED UNIT DEVELOPMENT IN ACCORD WITH CITY OF PANAMA CITY BEACH LAND DEVELOPMENT CODE DIRECTIVES. DEVELOPER HAS CAUSED SAID LANDS TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH THE SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS. THE COMMON AREAS, UTILITY EASEMENTS, STREETS, RIGHTS OF WAY, SIDEWALKS, AND THE STORMWATER MANAGEMENT AREA ARE HEREBY DEDICATED TO THE VILLAGES AT SUNNYSIDE BEACH MASTER PROPERTY OWNERS ASSOCIATION, A FLORIDA NOT FOR PROFIT CORPORATION, AND SHALL NOT BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC AND CITY OF PANAMA CITY BEACH, FLORIDA. CITY OF PANAMA CITY BEACH, FLORIDA SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OF SUCH COMMON AREAS, STREETS, BUFFERS, SIDEWALKS, LIGHTING OR STORMWATER MANAGEMENT FACILITIES IN THE SUBDIVISION.

BY: _____ DATE: _____ BY: _____ DATE: _____
STEPHAN KARIAN LORI KARIAN
WITNESS _____ DATE: _____ WITNESS _____ DATE: _____
NAME: _____ NAME: _____

ACKNOWLEDGMENT TO DEDICATION:

STATE OF FLORIDA, COUNTY OF BAY OF _____ OF _____, 2022, BEFORE ME, _____ PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED AS IDENTIFICATION _____, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____.

NOTARY PUBLIC, STATE OF FLORIDA _____

MY COMMISSION EXPIRES: _____

JOINER AND CONSENT TO DEDICATION:

VILLAGE AT SUNNYSIDE BEACH MASTER PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH.

SIGNATURE OF OFFICER _____ TITLE _____

ACKNOWLEDGEMENT TO JOINER AND CONSENT:

STATE OF _____, COUNTY OF _____, _____ DAY OF _____, 2022 BEFORE ME, _____ THIS CERTIFIES THAT ON THE _____ DAY OF _____, 2022 BEFORE ME, _____ PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____ AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES SET FORTH.

NOTARY PUBLIC, STATE OF FLORIDA _____
MY COMMISSION EXPIRES _____

TITLE CERTIFICATION:

IT IS THE OPINION OF THE UNDERSIGNED THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAME OF THE DEDICATOR AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES IN SAID LAND OTHER THAN SHOWN HEREON. OPINION RENDERED ON THE _____ DAY OF _____, 2022.

TITLE ATTORNEY, STATE OF FLORIDA, MCNEESE TITLE, LLC.

CITY MANAGER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT, VILLAGE AT SUNNYSIDE BEACH, HAS BEEN EXAMINED THAT IT COMFORMS TO APPLICABLE CITY REGULATIONS FOR SUBDIVISIONS, THIS DAY THE _____ DAY OF _____, 2022.

DREW R. WHITMAN
CITY MANAGER, CITY OF PANAMA CITY BEACH, FLORIDA.

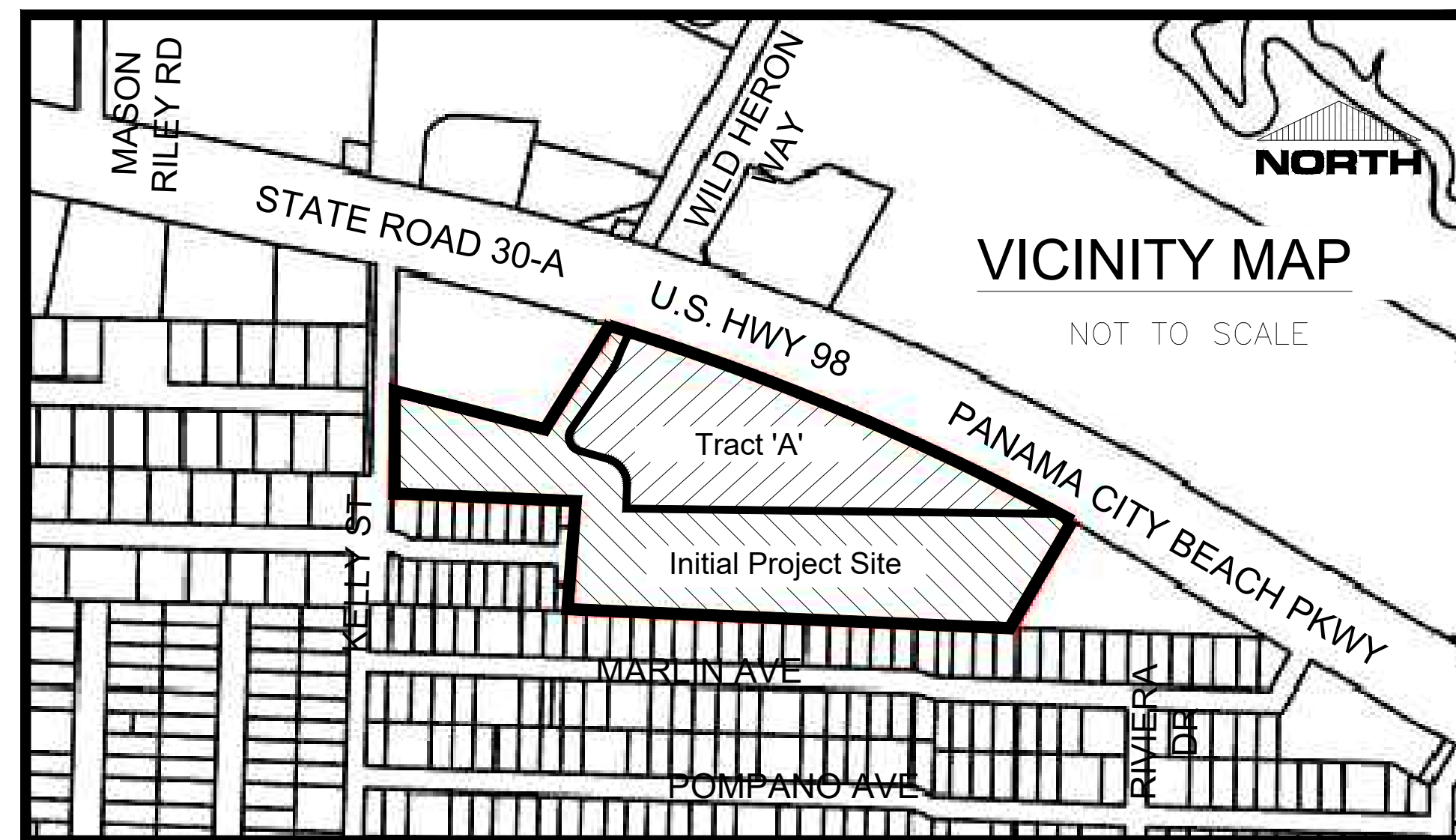
CITY COUNCIL APPROVAL:

THIS IS TO CERTIFY THAT THIS PLAT, VILLAGE AT SUNNYSIDE BEACH, HAS BEEN EXAMINED IN REGULAR SESSION AND THAT IT IS HEREBY APPROVED FOR RECORD BY MAJORITY VOTE.

SIGNED ON THIS THE _____ DAY OF _____, 2022

BY: _____ BY: _____
PAUL CASTO PHIL CHESTER
WARD 1, VICE MAYOR WARD 2
BY: _____ BY: _____
MARY COBURN MARK SHELDON
WARD 3 MAYOR
BY: _____
MICHAEL JARMAN
WARD 4

A PLANNED UNIT DEVELOPMENT WITHIN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST, CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA,



Legal description:

A part of the North 1/2 of Section 4, Township 3 South, Range 17, West of Tallahassee Meridian, Bay County, Florida, lying north of Riviera Beach, Plat Book 8, Page 59 and north of Riviera Beach First Addition, Plat Book 9, Page 28, public records of Bay County, Florida and bounded on the east by Kelly Street, a public roadway and South of Panama City Beach Parkway, also a public roadway, described as: Commence at the Northwest corner of Lot 234, Riviera Beach First Addition, Plat Book 8, Page 28; thence S.87°47'46"E. along north subdivision boundary line thereof a distance of 458.68 feet to the southeast corner of Kelly Street Pines as recorded in Plat Book 28, page 28, public records of Bay County, Florida, THE POINT OF BEGINNING; thence N.02°14'19"E. along east boundary thereof a distance of 250.10 feet to the northeast corner of Kelly Street Pines; thence along north line thereof N.87°44'10" W. a distance of 435.65 feet to the east right of way line of Kelly Street, a public right of way per O.R. Book 4103, page 464, public records of Bay County, Florida; thence N.02°15'27"E. along east right of way a distance of 253.28 feet to the intersection of the northerly right of way of roadway now or formerly known as Flip Side Drive, also the southwesterly-most corner of that parcel as described in O.R. Book 3606, page 839, public records of Bay County, Florida, said point being a point of curvature of a non-tangent curve concave northeasterly, having a radius of 20.00 feet and a central angle of 90°48'27"; thence along north right of way of Flip Side Drive and the arc of said curve an arc length of 31.70 feet; chord bearing S.43°08'59"E., chord distance 28.48 feet to point of tangency; thence S.88°23'02"E. for 13.21 feet to a point of curvature of a curve concave to the south, having a radius of 100.00 feet and a central angle of 14°17'29"; thence along the arc of said curve an arc distance of 24.94 feet (chord bearing S.81°23'34"E., chord 24.88 feet) to tangency; thence S.74°14'04"E. for 285.93 feet to a point of curvature of a curve concave to the northwest, having a radius of 20.00 feet and a central angle of 71°56'37"; thence along the arc of said curve an arc distance of 25.11 feet (chord bearing N.69°47'21"E., chord 23.50 feet) to tangency; thence along the westerly right of way of a roadway now or formerly known as Sun Kist Way, an approximate 55 feet wide right of way, N.33°53'38"E. for 215.75 feet to a point of curvature of a curve concave to the northwest, having a radius of 100.00 feet and a central angle of 16°21'13"; thence along the arc of said curve an arc distance of 28.54 feet (chord bearing N.25°35'06"E., chord 28.45 feet) to tangency; thence N.17°20'48"E. 26.97 feet to a point of intersection of the west right of way line of that roadway, Sun Kist Way, and the southerly right-way of Panama City Beach Parkway (200 feet public right-of-way), proceed along southerly right-of-way, being a curve concave to the southwest having a radius of 5664.62 feet and a central angle of 12°05'45"; thence along the arc of said curve an arc distance of 1195.88 feet (chord bearing S.66°52'40"E., chord 1193.66 feet) to the easterly right of way line of that roadway known as Flip Side Drive, an approximate 55 feet wide right of way; thence departing southerly right-of-way proceed S.30°25'22"W. for 264.19 feet to a point on the north line of Riviera Beach Subdivision according to the plat recorded in Plat Book 8, page 59, public records of Bay County, Florida; thence along said north line proceed N.87°45'34"W. for 208.09 feet to a point on the northwest corner of said Riviera Beach, said point also being the northeast corner of Riviera Beach First Addition, according to the plat recorded in Plat Book 9, page 28, public records of Bay County, Florida, thence following said north line of Riviera Beach First Addition proceed N.87°47'46"W. for 836.32 feet to the southeast corner of Kelly Street Pines subdivision, Plat Book 28, page 28, the point of beginning. Contains 630,179 square feet or 14.47 acres. See page 5 for continued legal descriptions.

FLOODPLAIN NOTE:

BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12005C0614H, DATED JUNE 2, 2009, THE PROPERTY REFERRED TO AS "VILLAGE AT SUNNYSIDE BEACH" IS LOCATED IN ZONE X.

PLATTED UTILITY EASEMENTS NOTICE:

PURSUANT TO FLORIDA STATUTES CHAPTER 177.091 (28) PLATTED UTILITY EASEMENTS ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE:

"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

SHEET INDEX :

- 1. DEDICATION and CERTIFICATE SHEET
- 2. OVERVIEW OF DEVELOPMENT
- 3. LOT DATA and DIMENSIONS
- 4. LOT DATA and DIMENSIONS
- 5. LEGAL DESCRIPTION OF STORMWATER MANAGEMENT AREA

TAX COLLECTOR'S STATEMENT:

I, CHUCK PURDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____, FOR THE PROPERTY DESCRIBED HEREON, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS OF THIS _____ DAY OF _____, 2022.

CHUCK PURDUE,
BAY COUNTY TAX COLLECTOR

BAY COUNTY CLERK OF COURT CERTIFICATE:

I, BILL KINSAUL, CLERK OF THE COURT AND COMPTROLLER OF BAY COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD IN PLAT BOOK _____, PAGES _____, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA 2022 THIS _____ DAY OF _____, 2022.

BILL KINSAUL
BAY COUNTY CLERK OF CIRCUIT COURT, BAY COUNTY, FLORIDA.

CITY ENGINEER'S CERTIFICATE:

THIS IS TO CERTIFY THAT I, KELLY JENKINS, P.E., CITY ENGINEER FOR PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, VILLAGE AT SUNNYSIDE BEACH, AND FIND THAT IT COMFORMS TO APPLICABLE CITY REGULATIONS FOR SUBDIVISIONS.

SIGNED ON THIS THE _____ DAY OF _____, 2022.

KELLY JENKINS P.E.
CITY ENGINEER FOR PANAMA CITY BEACH, FLORIDA
FLORIDA REGISTRATION #59702

CERTIFICATE OF CITY SURVEYOR:

I, TONY G. SYFRETT, PSM, PLS, UNDER CONTRACT WITH THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT, VILLAGE AT SUNNYSIDE BEACH, AND HEREBY CERTIFY THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES PART 1, PLATTING; SIGNED ON THIS THE _____ DAY OF _____, 2022.

TONY G. SYFRETT, FLORIDA REGISTRATION P.S.M. #5943

SURVEYOR'S NOTES:

- 1. SOURCE OF INFORMATION: RECORD DEEDS AND BOUNDARY SURVEY OF SUBJECT PARCEL.
- 2. ALL INTERIOR LOT CORNERS WILL BE MONUMENTED IN ACCORDANCE WITH FLORIDA STATUTE 177.091 (9).
- 3. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY RARE EARTH, INC. (PROJECT NUMBER 21-0265, DECEMBER 20, 2022) AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA STATUTES.

GENERAL NOTES:

- 1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLATE COORDINATE SYSTEM, NORTH ZONE NAD 83/90, ALONG THE WESTERLY PORTION OF THE SOUTH LINE OF THE DEVELOPMENT, ALSO BEING THE NORTH LINE OF RIVIERA BEACH FIRST ADDITION, BEARING N87°47'46"W.
- 2. ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, PERMANENT REFERENCE MONUMENTS HAVE BEEN SET, AND THAT THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES.

SHANNON D. CLATCHEY, PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 6178
RARE EARTH, INC.
LICENSED BUSINESS NUMBER 7350
1430 PINE STREET
NICEVILLE, FLORIDA 32578
PHONE) 729-2722
FAX: (850) 729-2797

THIS PLAT PREPARED BY:

RARE EARTH, INC. - LB# 7350
1430 PINE STREET
NICEVILLE, FLORIDA 32578
850-729-2722 FAX 850-729-2797

VILLAGE AT SUNNYSIDE BEACH

VILLAGE AT SUNNYSIDE BEACH

A PLANNED UNIT DEVELOPMENT
WITHIN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST,
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA,

Curve Table ~ R/W					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	31.70'	20.00'	90°48'27"	S43°08'59"E	28.48'
C2	24.94'	100.00'	14°17'29"	S81°23'34"E	24.88'
C3	25.11'	20.00'	71°56'37"	N69°47'21"E	23.50'
C4	28.54'	100.00'	16°21'13"	N25°35'06"E	28.45'
C5	55.92'	5664.62'	00°33'56"	S72°38'33"E	55.92'
C6	49.70'	156.00'	18°15'15"	S26°26'40"W	49.49'
C7	65.09'	34.50'	108°06'19"	S20°09'59"E	55.86'
C8	86.26'	64.50'	76°37'36"	S36°06'05"E	79.98'
C9	33.05'	5664.62'	00°20'03"	S60°59'49"E	33.05'
C10	1195.88'	5664.62'	12°05'45"	S66°52'40"E	1193.66'
C18	28.01'	21.00'	76°25'53"	N36°00'13"W	25.98'
C19	111.00'	70.00'	90°51'15"	S42°19'58"E	99.73'

- ABBREVIATIONS:**
- R/W = RIGHT-OF-WAY
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 - NO. OR # = NUMBER
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 - (R) = RADIAL
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 - P.B. = PLAT BOOK
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 - P.C.P. = PERMANENT CONTROL POINT
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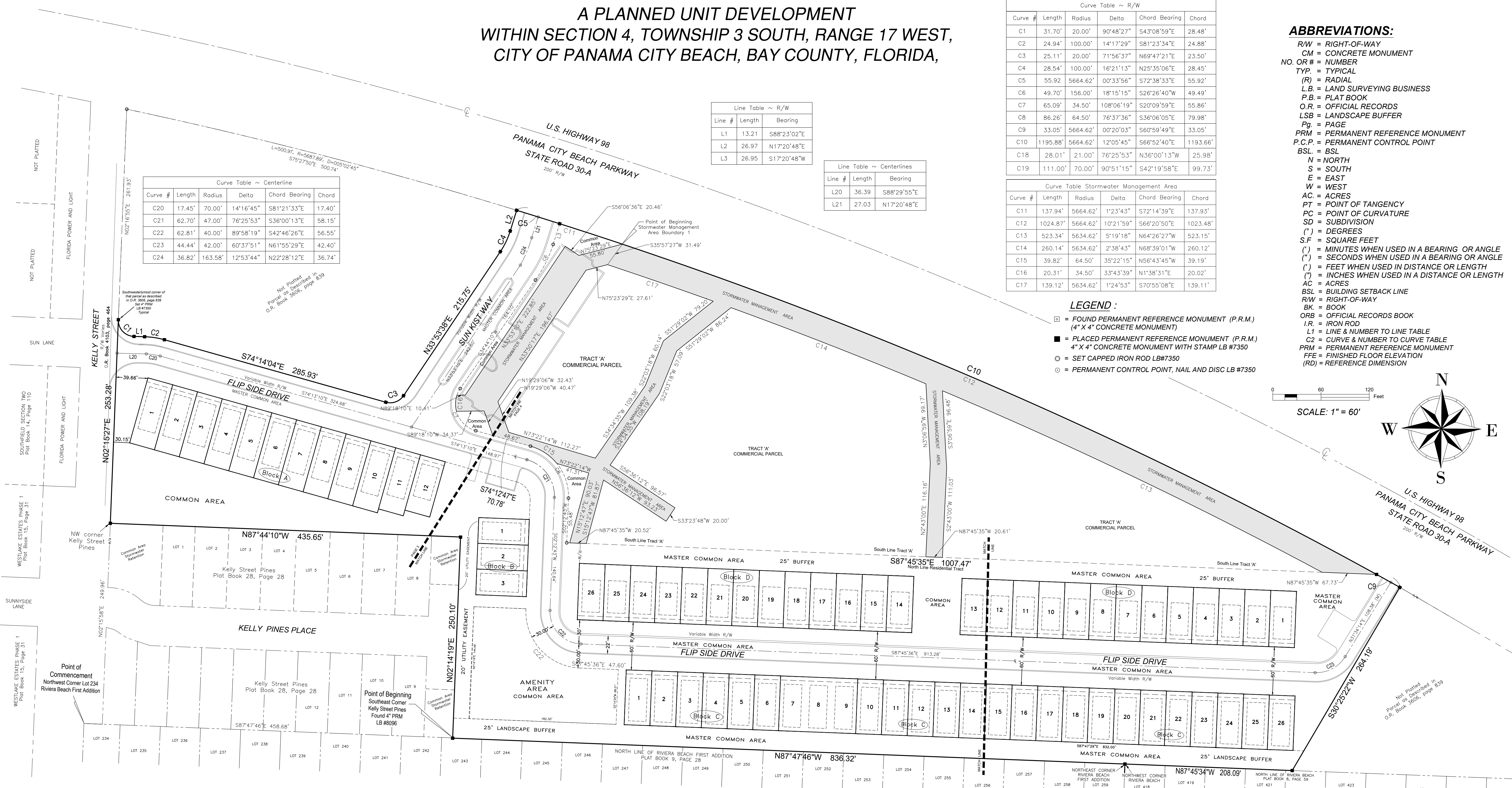
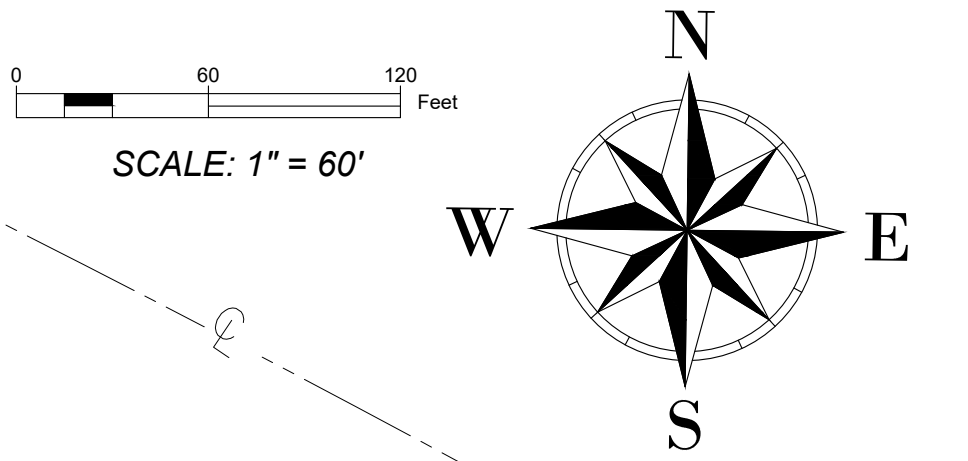
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Curve #	Length	Radius	Delta	Chord Bearing	Chord
C20	17.45'	70.00'	14°16'45"	S81°21'33"E	17.40'
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C24	36.82'	163.58'	12°53'44"	N22°28'12"E	36.74'

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Line #	Length	Bearing
L1	13.21	S88°23'02"E
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Line Table ~ Centerlines		
Line #	Length	Bearing
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Curve Table Stormwater Management Area					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C11	137.94'	5664.62'	12°3'43"	S72°14'39"E	137.93'
C12	1024.87'	5664.62'	10°21'59"	S66°20'50"E	1023.48'
C13	523.34'	5634.62'	5°19'18"	N64°26'27"W	523.15'
C14	260.14'	5634.62'	2°38'43"	N68°39'01"W	260.12'
C15	39.82'	64.50'	35°22'15"	N56°43'45"W	39.19'
C16	20.31'	34.50'	33°43'39"	N1°38'31"E	20.02'
C17	139.12'	5634.62'	1°24'53"	S70°55'08"E	139.11'

- LEGEND:**
- FOUND PERMANENT REFERENCE MONUMENT (P.R.M.) 4" X 4" CONCRETE MONUMENT
 - PLACED PERMANENT REFERENCE MONUMENT (P.R.M.) 4" X 4" CONCRETE MONUMENT WITH STAMP LB #7350
 - SET CAPPED IRON ROD LB#7350
 - PERMANENT CONTROL POINT, NAIL AND DISC LB #7350



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- BUILDING SETBACKS:**
- Block A: Front 10 Feet, Side 5 Feet, Rear 20 Feet
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THIS PLAT PREPARED BY:
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1430 PINE STREET
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850-729-2722 FAX 850-729-2797

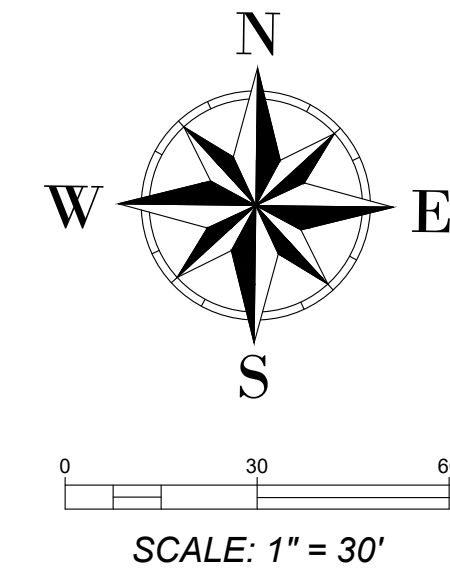
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VILLAGE AT SUNNYSIDE BEACH

A PLANNED UNIT DEVELOPMENT
 WITHIN SECTION 4,
 TOWNSHIP 3 SOUTH, RANGE 17 WEST,
 CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA,

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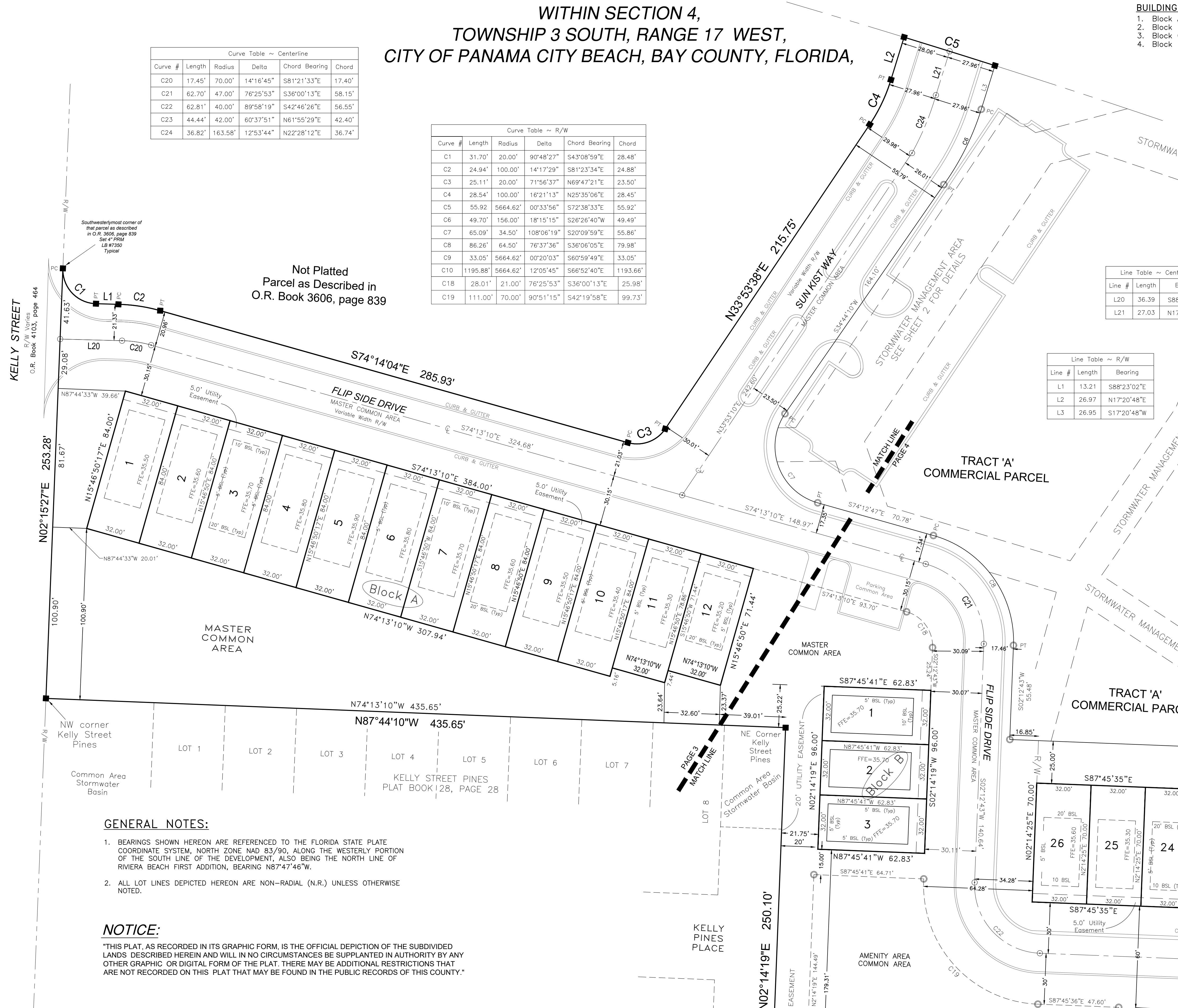
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 1430 PINE STREET
 NICEVILLE, FLORIDA 32578
 850-729-2722 FAX 850-729-2797

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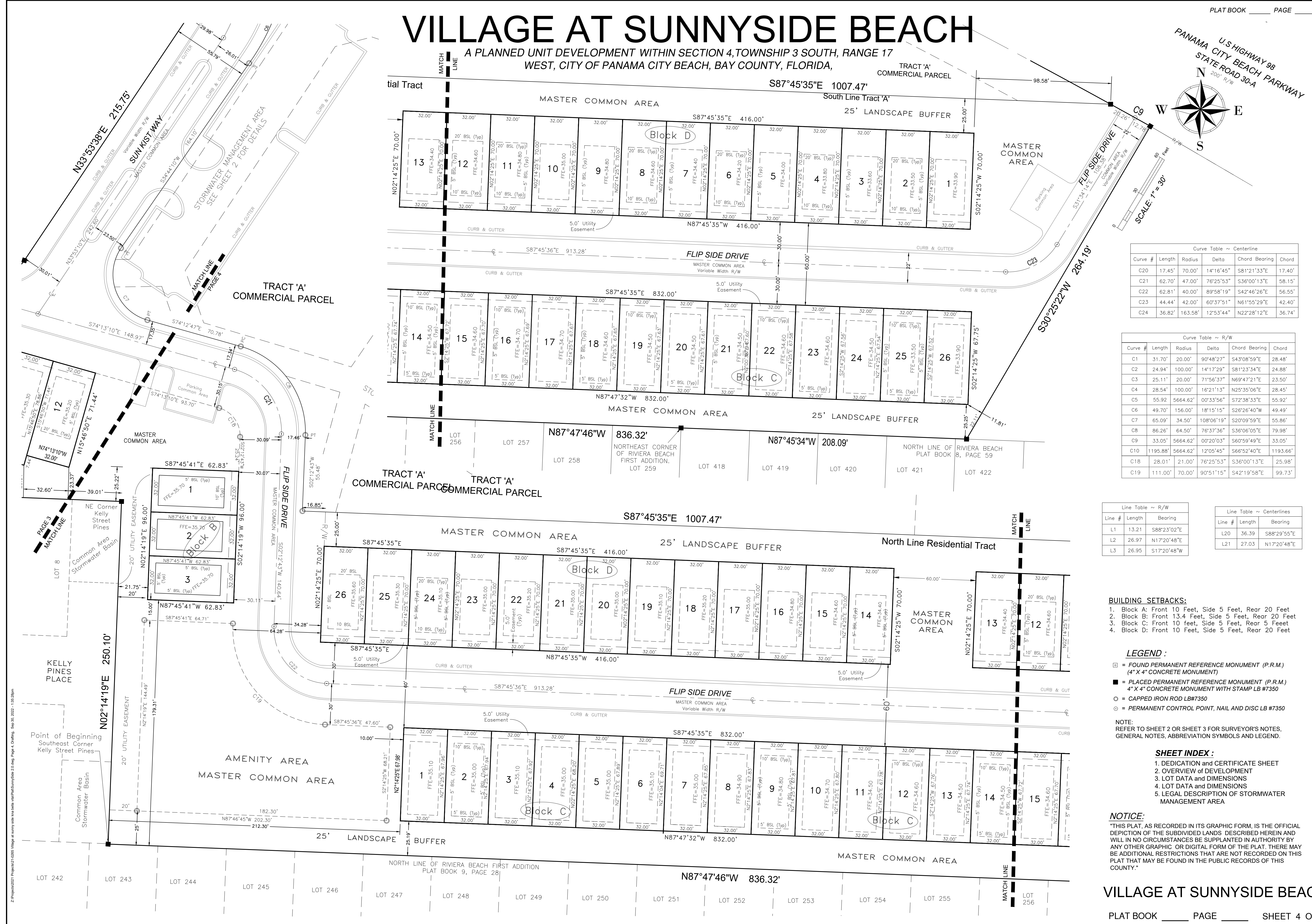
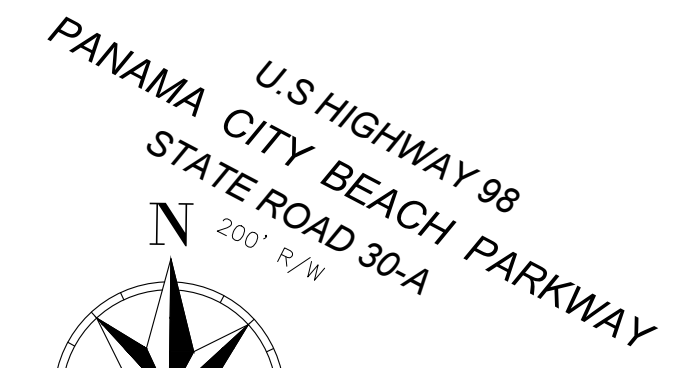
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VILLAGE AT SUNNYSIDE BEACH

A PLANNED UNIT DEVELOPMENT WITHIN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17
WEST, CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA,



Curve Table ~ Centerline

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C20	17.45'	70.00'	14°16'45"	S81°21'33"E	17.40'
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Line Table ~ R/W

Line #	Length	Bearing
L1	13.21	S88°23'02"E
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Line Table ~ Centerlines

Line #	Length	Bearing
L20	36.39	S88°29'55"E
L21	27.03	N17°20'48"E

- BUILDING SETBACKS:**
- Block A: Front 10 Feet, Side 5 Feet, Rear 20 Feet
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- LEGEND:**
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NOTE:
REFER TO SHEET 2 OR SHEET 3 FOR SURVEYOR'S NOTES, GENERAL NOTES, ABBREVIATION SYMBOLS AND LEGEND.

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 WITHIN SECTION 4,
 TOWNSHIP 3 SOUTH, RANGE 17 WEST,
 CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA,

Legal description of that part of the Stormwater Management System of Tract 'A', Commercial Parcel, lying north of residential tract of Village at Sunnyside Beach:
 A part of the North 1/2 of Section 4, Township 3 South, Range 17, West of Tallahassee Meridian, Bay County, Florida, lying north of Riviera Beach, Plat Book 8, Page 59 and north of Riviera Beach First Addition, Plat Book 9, Page 28, public records of Bay County, Florida and bounded on the east by Kelly Street, a public roadway and South of Panama City Beach Parkway, also a public roadway, described as:
 Commence at the Northwest corner of Lot 234, Riviera Beach First Addition, Plat Book 9, Page 28; thence S.87°47'46"E. along north subdivision boundary line thereof a distance of 458.68 feet to the southeast corner of Kelly Street Pines as recorded in Plat Book 28, page 28, public records of Bay County, Florida, thence N.02°14'19"E. along east boundary thereof a distance of 250.10 feet to the northeast corner of Kelly Street Pines; thence along north line thereof N.87°44'10"W. a distance of 435.65 feet to the east right of way line of Kelly Street, a public right of way per O.R. Book 4103, page 464, public records of Bay County, Florida; thence N.02°15'27"E. along east right of way a distance of 253.28 feet to the intersection of the northerly right of way of roadway now or formerly known as Flip Side Drive, also the southwesterly-most corner of that parcel as described in O.R. Book 3606, page 839, public records of Bay County, Florida, said point being a point of curvature of a non-tangent curve concave northeasterly, having a radius of 20.00 feet and a central angle of 90°48'27"; thence along north right of way of Flip Side Drive and the arc of said curve an arc length of 31.70 feet; chord bearing S.43°08'59"E., chord distance 28.48 feet to point of tangency; thence S.88°23'02"E. for 13.21 feet to a point of curvature of a curve concave to the south, having a radius of 100.00 feet and a central angle of 14°17'29"; thence along the arc of said curve an arc distance of 24.94 feet (chord bearing S.81°23'34"E., chord 24.88 feet) to tangency; thence S.74°14'04"E. for 285.93 feet to a point of curvature of a curve concave to the northwest, having a radius of 20.00 feet and a central angle of 71°56'37"; thence along the arc of said curve an arc distance of 25.11 feet (chord bearing N.69°47'21"E., chord 23.50 feet) to tangency; thence along the westerly right of way of a roadway now or formerly known as Sun Kist Way, an approximate 55 feet wide right of way, N.33°53'38"E. for 215.75 feet to a point of curvature of a curve concave to the northwest, having a radius of 100.00 feet and a central angle of 16°21'13"; thence along the arc of said curve an arc distance of 28.54 feet (chord bearing N.25°35'06"E., chord 28.45 feet) to tangency; thence N.17°20'48"E. 26.97 feet to a point of intersection of the west right of way line of that roadway, Sun Kist Way, and the southerly right-way of Panama City Beach Parkway (200 feet public right-of-way), proceed along southerly right-of-way, being a curve concave to the southwest having a radius of 5664.62 feet and a central angle of 1°23'43"; thence along the arc of said curve an arc distance of 137.94 feet chord bearing S.72°14'39"E., chord 137.93 feet) to the POINT OF BEGINNING; thence continue along the curved southerly right of way line of Panama City Beach Parkway along a curve concave southwesterly, having a radius of 5664.62 feet and a central angle of 10°21'59"; thence along the arc of curve an arc distance of 1024.87 feet (chord bearing S.66°20'50"E., chord 1023.48 feet) to the westerly right of way line of that roadway known as Flip Side Drive, an approximate 55 feet wide right of way; thence departing southerly right-of-way proceed N.87°45'35"W. along southerly line of Tract 'A', Commercial Property for 57.73 feet to a point of curvature of a non-tangent curve, 30.0 feet south of and parallel with the south right of way line of Panama City Beach Parkway, having a radius of 5664.64 feet and a central angle of 05°19'18"; thence along the arc of curve an arc distance of 523.34 feet (chord bearing N.64°26'27"W., chord 523.15 feet; thence proceed S03°06'59"E. 96.48 feet; thence S.02°43'00"W. 111.03 feet to a point on the south line of Tract 'A', thence N.87°45'35"W. along south line thereof a distance of 20.61 feet; thence depart south line and proceed N.02°43'00"E. 116.16 feet; thence N.03°06'59"W. 99.17 feet to point of curvature of a non-tangent curve, 30.0 feet south of and parallel with the south right of way line of Panama City Beach Parkway, having a radius of 5634.62 feet and a central angle of 02°48'43"; thence along the arc of curve an arc distance of 260.14 feet (Chord Bearing N.68°39'01"W., Chord 260.12 feet; thence S.51.29'02"W. 86.24 feet; thence S.22°03'18"W. 57.09 feet; thence S.34°34'35"W. 108.19 feet; thence S.56°36'12"E. 96.57 feet; thence S.33°23'48"W. 20.00 feet; thence N.56°36'12"W. 93.23 feet; thence S.51°12'47"W. 81.87 feet to a point on the south line of Tract 'A', Commercial Parcel; thence N.87°45'35"W. 20.52 feet; thence depart south line and proceed N.15°12'47"E. 90.03 feet; thence N.73°22'14"W. 41.31 feet to the curved northerly right of way line of Flip Side Drive, said point being on a curve concave to the southwest having a radius of 64.50 feet and a central angle of 35°22'15"; thence along the arc of curve an arc length of 39.82 feet (chord bearing N.56°43'45"W., chord 39.19 feet) to tangency; thence N.74°12'47"W. 48.67 feet; thence depart north right of way and proceed N.19°29'06"W. 32.43 feet; thence S.89°18'10"W. 34.37 feet to a point of the curved easterly right of way line of Sun Kist Way, 55 feet wide right of way, said point being on a curve concave northeasterly, having a radius of 34.50 feet and central angle of 33°43'39"; thence along the curve an arc distance of 20.31 feet (chord bearing N.01°38'31"E., chord 20.02 feet; thence depart that easterly right of way and proceed N.89°18'10"E. 10.41 feet; thence N.33°53'10"E. 222.85 feet; thence S.56°06'36"E. 20.46 feet; thence N.75°23'29"E. 55.80 feet to the point of beginning as a Reference; thence S.35°57'27"W. 31.49 feet to a point on a non-tangent curve, 30.00 feet south of and parallel with the southerly right of way line of Panama City Beach Parkway, said curve concave southwesterly, having a radius of 5634.62 feet and a central angle of 1°24'53"; thence along the arc of curve an arc distance of 139.12 feet, (chord bearing S.70°55'08"E., chord 139.11 feet); thence S.51°29'02"W. 79.20 feet; thence S.22°03'18"W. 60.14 feet; thence S.34°34'35"W. 109.38 feet; thence N.73°22'14"W. 112.27 feet; thence N.19°29'06"W. 40.47 feet; thence N.33°50'17"E. 196.67 feet; thence N.75°23'29"E. 27.61 feet; thence N.35°57'27"E. 31.49 feet to the point of Beginning.
 Contains 55,327 square feet or 1.27 acres.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLATE COORDINATE SYSTEM, NORTH ZONE NAD 83/90, ALONG THE WESTERLY PORTION OF THE SOUTH LINE OF THE DEVELOPMENT, ALSO BEING THE NORTH LINE OF RIVIERA BEACH FIRST ADDITION, BEARING N87°47'46"W.
2. ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.

NOTICE:

"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

SHEET INDEX :

1. DEDICATION and CERTIFICATE SHEET
2. OVERVIEW OF DEVELOPMENT
3. LOT DATA and DIMENSIONS
4. LOT DATA and DIMENSIONS
5. LEGAL DESCRIPTION OF STORMWATER MANAGEMENT AREA

VILLAGE AT SUNNYSIDE BEACH

Z:\Projects\2021\Projects\21-0265 Village at Sunnyside Beach\Plan\PLAT\Sheet 5.dwg, Page 5, D:\Bldg - Bldg 20, 2022-11-16 10:01am

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City of Panama City Beach - Legals
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Panama City Beach FL 32413-5225

STATE OF FLORIDA, COUNTY OF BAY

The Panama City News Herald, a newspaper printed and published in the city of Panama City, and of general circulation in the County of Bay, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

09/26/2022

and that the fees charged are legal.
Sworn to and subscribed before on 09/26/2022

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1-7-05

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NOTICE OF PUBLIC HEARING TO

CONSIDER PLAT APPROVAL

Notice is hereby given by the City Council of the City of Panama City Beach, Florida, that, having received an application from S&L KARIAN PROPERTIES, LLC, it intends to consider the approval of a final subdivision plat for VILLAGE AT SUNNYSIDE BEACH which proposed subdivision is located south of Panama City Beach Parkway, and east of Kelly Street. The City will hold a quasi-judicial public hearing to consider the plat at the City Council's meeting to be conducted at 6:00 P.M. on Thursday, October 13, 2022.

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

A copy of the proposed plat may be inspected on the City's website. Further information on this item may be obtained from Kelly Jenkins, City Engineer, by calling 850-233-5100.

Any appeal of the City Council's decision may be made to the Clerk of the Circuit Court in Bay County, Florida. If a person decides to appeal any decision made by the City Council with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

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

CITY OF PANAMA CITY BEACH,

FL

BY: /S/ LYNNE FASONE, CITY CLERK

PCNH 9/26/22

KATHLEEN ALLEN
Notary Public
State of Wisconsin



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Cole Davis, Administration

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve an agreement settling a land use dispute between the City and Resort Hospitality Enterprises, LTD., related to the City's Development Order on property located at 9400, 9500, and 9600 South Thomas Drive.

4. AGENDA:
REGULAR AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A
Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development
Quality of Life

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

On September 28, 2018, Resort Hospitality Enterprises, LTD., ("RHE") sought and received approval for certain increases in building height upon the condition that they provide incentives allowed within the City's Land Development Code. On November 21, 2018, RHE filed a Request for Relief under the Land Use and Environmental Dispute Resolution Act challenging the fairness of the conditions required by the City Council's Order allowing for increased height.

Since that time, RHE and the City have continued negotiating a settlement of that dispute agreeable to both parties. This spring the parties were able to finalize those terms allowing for 50 new public parking spaces for beach access as well as a ten foot expansion of an existing beach access on RHE's property. The proposed agreement allows RHE a 5 year extension to continue development and 35 feet of additional height across two properties.

Staff recommends approval.

[Res 23-08.Resort Hospitality Settlement Agreement.pdf](#)
[RHE Settlement clean and final 10-6-22.pdf](#)

RESOLUTION NO. 23-08

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LAND USE DISPUTE SETTLEMENT AGREEMENT WITH RESORT HOSPITALITY ENTERPRISES, LTD AND AUTHORIZING THE ISSUANCE OF REVISED LAND DEVELOPMENT ORDERS CONTEMPLATED BY THE TERMS OF THE AGREEMENT.

BE IT RESOLVED that

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Resort Hospitality Enterprises, LTD., related to an Order of the City Council issued on October 25, 2018, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

2. The Mayor is authorized to issue revised Orders contemplated by and consistent with the terms of the Land Use Dispute Settlement Agreement.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**LAND USE DISPUTE SETTLEMENT AGREEMENT
SECTION 70.51, FLORIDA STATUTES**

This Settlement Agreement (“Agreement”) is entered into by and between **Resort Hospitality Enterprises Ltd.** (“RHE”) and the **City of Panama City Beach, Florida**, a Florida municipal corporation (the “City”). RHE and the City are sometimes herein jointly referred to as the Parties.

RECITALS

WHEREAS, RHE is the fee simple owner of real properties located at 9400, 9500 and 9600 South Thomas Drive, Panama City Beach, Florida. The property located at 9400 South Thomas Drive contains approximately 7.728 acres, identified by the Bay County Property Appraiser as tax parcels #34984-090-000 and 34984-095-000, and legally described in that certain Warranty Deed recorded at Bay County Official Records Book 1454, Page 1775 (the “Eastern Property”). The property located at 9500 and 9600 South Thomas Drive contains approximately 11.048 acres, identified by the Bay County Property Appraiser as tax parcels #34986-000-000 and 34987-000-000, and legally described in that certain Warranty Deed recorded at Bay County Official Records Book 1454, Page 1775 (the “Western Property”), (collectively, the “Properties”).

WHEREAS, RHE submitted an application requesting height increases based on incentives for both the Eastern and the Western Properties. Each application requested an additional 70’ in building height.

WHEREAS, the application for the Eastern Property (the “Eastern Property Application”) proposed the following incentives:

- a. Provision of perpetual cross access and joint parking agreements between abutting parking areas on abutting parcels, to achieve an additional 5 feet in height.
- b. Use of roofing materials with a SRI of 78 for a sloped roof equal to or less than 2:12 and an SRI of 29 for a sloped roof greater than 2:12, or installation of a vegetative roof that covers at least 50% of the roof area, to achieve an additional 5 feet in height.
- c. Use of 50% or more Florida friendly plants, to achieve an additional 5 feet in height.
- d. Provision of architectural lighting highlighting building columns, cornices or other distinguishing architectural features along the front façade of buildings, to achieve an additional 5 feet in height.
- e. Provision of recognizable building top/skyline feature, to achieve an additional 5 feet in height.

- f. Provision of recognizable building base at ground level, to achieve an additional 5 feet in height.
- g. Incorporation of enhanced landscaping, planters, wing walls, structural or vegetative shading features, benches and other seating components near the building's entryways, to achieve an additional 5 feet in height.
- h. Provision of a courtyard seating area and other civic space, no less than 250 square feet, which is directly accessible to the public from the sidewalk, to achieve an additional 5 feet in height.
- i. Provision of 40 public parking spaces between the Gulf and South Thomas Drive, to achieve an additional 40 feet in height.

WHEREAS, the application for the Western Property (the "Western Property Application") proposed the following incentives:

- a. Provision of perpetual cross access and joint parking agreements between abutting parking areas on abutting parcels, to achieve an additional 5 feet in height.
- b. Use of roofing materials with a SRI of 78 for a sloped roof equal to or less than 2:12 and an SRI of 29 for a sloped roof greater than 2:12, or installation of a vegetative roof that covers at least 50% of the roof area, to achieve an additional 5 feet in height.
- c. Use of 50% or more Florida friendly plants, to achieve an additional 5 feet in height.
- d. Provision of architectural lighting highlighting building columns, cornices or other distinguishing architectural features along the front façade of buildings, to achieve an additional 5 feet in height.
- e. Provision of recognizable building top/skyline feature, to achieve an additional [] in height, to achieve an additional 5 feet in height.
- f. Provision of recognizable building base at ground level, to achieve an additional 5 feet in height.
- g. Incorporation of enhanced landscaping, planters, wing walls, structural or vegetative shading features, benches and other seating components near the building's entryways, to achieve an additional 5 feet in height.
- h. Provision of a courtyard seating area and other civic space, no less than 250 square feet, which is directly accessible to the public from the sidewalk, to achieve an additional 5 feet in height.
- i. Provision of public restrooms located between the Gulf and South Thomas Drive, to achieve an additional 10 feet in height.
- j. Provision of 36 public parking spaces between the Gulf and South Thomas Drive, to achieve an additional 36 feet in height.
- k. Expansion of an existing beach access easement by 10', to achieve an additional 20 feet in height.

WHEREAS, on August 13, 2018, the City's Planning Board held properly advertised public hearings to consider RHE's Eastern and Western Property Applications. At the conclusion of the hearings, the Planning Board recommended approval of a height increase of 70', to permit a maximum building height of 220' for each Property, which approval was conditioned on RHE's provision of all the incentives presented for each Property.

WHEREAS, on September 27, 2018, the City Council held properly advertised public hearings to consider RHE's Eastern and Western Property Applications. At the conclusion of the hearings, the City Council approved a height increase of 35', to permit a maximum building height of 185' for each Property, which approval was conditioned upon RHE's provision of all the incentives presented for each Property.

WHEREAS, on November 21, 2018, RHE filed a Request for Relief under the Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, challenging the reasonableness of the conditions attached to the City's approvals of the Applications.

WHEREAS, as part of a Section 70.51, Florida Statutes proceeding, the City through its City Manager, Drew Whitman, and RHE have agreed to a settlement which the Parties desire to memorialize herein.

NOW THEREFORE, in consideration of the promises, representations, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by reference.
2. Modified Order for the Eastern Property. On or before November 1, 2022, the City shall render a revised Order eliminating all incentives or conditions of its approval and in exchange require the following:
 - a. Upon completion of development of the Eastern Parcel as evidenced through issuance of a certificate of occupancy, conveyance of fee simple title to the City of no less than fifteen (15) public spaces with direct or indirect pedestrian public access to the public beach and construction of improvements necessary for the public to use such parking and access lying between the Gulf of Mexico and South Thomas Drive ("Eastern Parking"). Such Eastern Parking shall be located within one-quarter (1/4) mile by the shortest pedestrian route from the parking spaces to the erosion control line;
 - b. The City shall be responsible for maintenance, lighting and security of the Eastern Parking;

- c. Grant of an appurtenant easement for beach access dedicated to the City along the eastern border of the Eastern Parcel within the existing side eastern setback to be ten (10) feet in width and open, with a direct connection from South Thomas Drive to the Gulf of Mexico (the "Eastern Beach Access"); and
 - d. In consideration of the City granting RHE a height increase of 35', RHE shall provide the contemplated parking spaces for Eastern Parking to the City and the Eastern Beach Access upon completion of development of the Eastern Parcel as evidenced through issuance of a certificate of occupancy. The City agrees that provision for the easement to provide Eastern Beach Access shall not result in any further setbacks from applicable setbacks in existence at the time of the Effective Date of this Agreement.
3. Modified Order for the Western Property. On or before November 1, 2022, the City shall render a revised Order eliminating all incentives or conditions of approval and in exchange require the following:
 - a. Upon completion of development of the Western Parcel as evidenced through issuance of a certificate of occupancy, conveyance of fee simple title to the City for thirty-five (35) public spaces with direct or indirect pedestrian public access to the public beach and construction of improvements necessary for the public to use such parking and access lying between the Gulf of Mexico and South Thomas Drive ("Western Parking"). Such Western Parking shall be located within one-quarter (1/4) mile by the shortest pedestrian route from the parking spaces to the erosion control line or between Gulf and South Thomas Drive;
 - b. The City shall be responsible for maintenance, lighting and security of the Western Parking; and
 - c. In consideration of the City granting RHE a height increase of 35' in height, RHE shall provide the contemplated parking spaces for Western Parking to the City upon completion of development of the Western Parcel as evidenced through issuance of a certificate of occupancy.
4. Extension of Time/Failure to Provide Eastern Parking, Western Parking and Beach Access. By approval of this Agreement, the five (5) year time deadlines contained in each Order shall be tolled so that the five (5) year period shall be deemed to have begun on May 1, 2022. If RHE does not take action to provide the Eastern Parking and easement for Eastern Beach Access in a real and substantial way within the time required herein, or as otherwise agreed by the parties, this Agreement shall be null and void and no height increase on the Eastern Parcel shall be granted. If RHE does not take action to provide the Western Parking in a real and substantial way within the time required herein, or as otherwise agreed by the parties, this Agreement shall be null and void and no height increase on the Western Parcel shall be granted.

5. Council approval required. The City is a public entity required to operate in accordance with Chapter 286, Florida Statutes. The effectiveness of this Agreement is subject to and conditioned upon the City Council's approval of this Agreement and rendering of Modified Orders. If the City Council rejects the Agreement, then this Agreement shall be null and void, and this matter shall move forward to a hearing to be conducted by Special Magistrate within 60 days of the City Council's rejection of this Agreement (or such other time and date beyond 60 days agreed to by the Parties or as necessary to accommodate the schedule of the Special Magistrate), unless RHE decides to dismiss or abandon the Section 70.51, Florida Statutes proceeding. If the City Council rejects this Agreement, RHE acknowledges and agrees that such decision by the City Council constitutes a rejection of a settlement proposal and is not reviewable or appealable (via petition for writ of certiorari or otherwise) to a court of law through an action brought by RHE. However, the Parties acknowledge that if the Modified Orders are approved by the City Council that pursuant to law other persons with legal standing may challenge the City Council's approval of the Modified Orders in the appropriate court of law.
6. Release. If the City Council approves the Agreement, RHE agrees that it thereby waives and releases the City and its officials, officers and employees from any and all petitions for writ of certiorari, Bert J. Harris Act claims, Section 70.51, Florida Statutes proceedings, appeals, damages, causes of actions, claims and lawsuits arising out of or relating to the Eastern Property Application or Western Property Application including the City Council's land development process, the City's consideration of the RHE's Applications, the subsequent approval of the Application, the resulting Orders.
7. Public Record. The Parties acknowledge and agree this Agreement and the Modified Orders are public records and are not confidential. This Agreement is required to be considered by the City Council at an open public hearing and as such will be part of a publicly available City Council agenda package or otherwise provided upon request and will be freely discussed in the public realm.
8. Settlement Discussions. This Agreement and the City Council's consideration of this Agreement and Modified Orders constitute a good faith attempt to resolve a disputed matter in a Section 70.51, Florida Statutes, proceeding. If this Agreement and the Modified Orders are not approved by the City Council, then this Agreement and the City Council hearing to consider this Agreement and the Modified Orders and any record containing or referring to this Agreement, the Modified Orders and the related settlement discussions shall not be used by either party as evidence or be admissible in any judicial or administrative proceeding for any purpose.
9. No Waiver. Nothing in this Agreement shall constitute a waiver of or be construed as a restriction or release of the City's police power and zoning authority and regulations.

10. Entire Agreement. This document contains the complete Agreement between the Parties and supersedes all other agreements, whether oral or in writing, made with respect to the subject matter hereof.
11. Modification. This Agreement may be modified only by a written document signed by the Parties. No cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by the Parties. No waiver of any right or remedy regarding any occurrence or event on one occasion shall be deemed a waiver of any such right or remedy regarding such occurrence or event on any other occasion.
12. Binding Agreement. This Agreement shall be binding upon the Parties and their respective successors, predecessors, parents, subsidiaries, shareholders, affiliates, agents, assigns, directors, officers, employees, insurers, and other representatives.
13. No Admission. The Parties agree that this Agreement constitutes a compromise, resolution, and settlement of disputed claims to avoid the uncertainty, time, trouble, and expense of litigation, and that such compromise, resolution, and settlement does not constitute and shall not be taken or construed as an admission of liability by either Party.
14. Invalid Provisions. If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby and will remain in full force and effect. In the event any provision is held invalid, illegal, or unenforceable, the Parties shall use reasonable efforts to substitute a valid, legal and enforceable provision that, insofar as is practical, implements the purposes of the section held invalid, illegal, or unenforceable.
15. Counterparts. This Agreement may be executed in identical counterparts, each of which shall constitute an original, and all of which together shall constitute an complete Agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Electronic transmission, including via email with a pdf or by facsimile, of any signed original document, and retransmission of any signed document shall be the same as personal delivery of the original.
16. Not Construed Against Drafter. This Agreement has been drafted by the Parties hereto and shall not be construed against one Party or in favor of any other Party by reason of any presumption concerning the party drafting the Agreement.
17. Signatures. A signature affixed to the Agreement shall be acceptable as the original, whether received as an original or by facsimile transmissions, or other electronic means of data transmission capable of truly and correctly duplicating such original signature.

18. Attorney's Fees and Costs. Should either party have to seek legal action to enforce the terms of this Agreement, the prevailing party of said action shall be entitled to reimbursement of its reasonable attorney's fees and costs, including appeal and/or those fees and costs incurred to determine the amount of fees/costs owed to the prevailing party.

City of Panama City Beach

_____ Date: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

**RESORT HOSPITALITY
ENTERPRISES, LTD**

_____ Date: _____
By:
Its:



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Request approval of Consent Order 22-1926 and authorize City Manager to sign on behalf of the City committing the City to the terms of the Order and approving either payment of \$33,990.02 in penalties or a \$50,985.03 in-kind environmentally-beneficial project. Regardless of the option chosen, an administrative fee of \$500.00 will be paid to FDEP. Staff recommends performing the in-kind project and has provided options to the Council for selection if desired.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

Quality of Life

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

There have been several sewage and reclaimed water spill events during calendar years 2020 and 2021. These have primarily resulted from record rainfall and high winds associated with Tropical Storm Sally and power and equipment failures. However, some spills resulted from the actions of contractors striking our utility mains while working for others and not under City control. The Florida Department of Environmental Protection is tasked with enforcing the laws of the State of Florida through the Florida Administrative Code and has elected to cite the City for these spills through Consent Order 22-1926. Terms of this Order require the City to agree to increased fines for future spills, update our existing Sanitary Sewer Overflow Response and Emergency Operations Plans, provide more detailed mapping of our wastewater and reclaimed water utilities, develop an asset management plan, implement a grease reduction program and other action items. Some of these items are currently underway. In addition, the Order imposes a penalty which may be either a cash payment or an environmentally-beneficial, in-kind project at the City's option.

Staff issued the attached letter dated July 9, 2022 requesting several of the spill events cited in the original Order be removed as they were not under City control. Furthermore, the letter indicates none of the corrective actions contained in the Order would have prevented their occurrence. Due to these facts, reconsideration of the spill events and proposed penalties was requested. Based upon the objections and circumstances indicated in this letter, the FDEP modified the spill events cited and reduced the fine originally imposed from \$48,590.02 to \$33,990.02 and the in-kind project option amounts from \$72,885.03 to \$50,985.03, respectively. Should Council agree to the Consent Order and elect to pay the penalty through provision of an in-kind project, a listing of potential projects is also included for Council's consideration.

[Res 23-10.Approving FDEP Consent Order 22-1926.v2.pdf](#)
[Mullins Orr CO 22-1926 Draft Comments_8 July 2022.pdf](#)
[1_OGC 22-1926 PCB Cover Letter \(2\).pdf](#)
[Consent Order Possible Projects.pdf](#)

RESOLUTION 23-10

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AS TO FORM AND CONTENT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER 22-1926 RELATED TO SEWAGE AND RECLAIMED WATER SPILLS DURING CALENDAR YEARS 2020 AND 2021.

BE IT RESOLVED that the City of Panama City Beach, Florida, does hereby approve as to form and content the Florida Department of Environmental Protection Consent Order, relating to sewage and reclaimed water spills during calendar years 2020 and 2021.

AND BE IT FURTHER RESOLVED that the City Council elects to _____ pay civil penalties in the amount of \$33,990.02;

OR

_____ implement the following in-kind penalty project having a value equal to or greater than \$50,985.03: _____

and the appropriate officers and employees of the City are authorized and directed to take all necessary actions to implement, or begin implementation of, this election.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



City of
Panama City Beach

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

July 8, 2022

Ms. Elizabeth Mullins Orr
Northwest District Director
Northwest District
Florida Department of Environmental Protection
160 W. Government Street, Suite 308
Pensacola, FL 32502

RE: Proposed Consent Order – Florida Department of Environmental Protection v.
City of Panama City Beach, Florida
OGC File No. 22-1926

Dear Ms. Mullins Orr:

As indicated in our letter dated July 5, 2022; this is to provide comments on the referenced draft Consent Order. Item 5. on Page 2 of the draft Order indicates that the following:

- “5. *The Department finds that the following violation(s) occurred:*
- a) *Respondent’s SSOs, listed in Exhibit A are in violation of Rule 62-604.130(1) , F.A.C. which prohibits the release of excreta, sewage or other wastewaters or residuals without providing treatment.*
 - b) *Respondent’s domestic wastewater collection and transmission system allowed SSOs to occur, and therefore was not maintained to provide proper, uninterrupted service in violation of Rules 62-604.500(2)-(3), F.A.C.”*

Exhibit A of the Order lists the following incidents:

SWO Number	Incident Date	Spill Location	Volume (gallons)	Comments
2020-3419	6/28/20	17501 Panama City Beach Pkwy	850	Communication failure to Lift Station 73 caused all three pumps to trip with spill.
2020-4327	8/18/2020	1438 Wild Heron Way	400	
2020-4485	8/24/2020	206 N. Gulf Blvd	12,000	
2020-4591	8/29/2020	9500 Panama City Beach Parkway	10,000	
2020-5038	9/15/2020	9500 Panama City Beach Parkway	10,000	Heavy rain and storm surge from Hurricane Sally
2020-5039	9/15/2020	22819 Panama City Beach Parkway	10,000	Heavy rain and storm surge from Hurricane Sally
2020-5040	9/15/2020	6922 Vernon Avenue	7500	Heavy rain and storm surge from Hurricane Sally

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman

SWO Number	Incident Date	Spill Location	Volume (gallons)	Comments
2020-5153	9/16/2020	470 Wahoo Road	73,800	Heavy rain and storm surge from Hurricane Sally
2020-5038	9/16/2020	9500 Panama City Beach Parkway	10000	Heavy rain and storm surge from Hurricane Sally
2020-7064	12/22/2020	3003 Joan Avenue LS 40	11,900	
	4/09/2021	3003 Joan Avenue LS 40	300	
2021-4677	8/22/2021	206 N. Gulf Blvd.	4500	Transformer fire resulting in reclaimed water spill.
2021-5026	9/7/2021	2529 Joan Avenue	4500	
2021-5738	10/07/2021	3003 Joan Avenue	23,969	
2021-5739	10/07/21	Thomas Drive LS 59	12,574	
2021-5740	10/07/21	17550 Panama City Beach Pkwy	75,446	
2021-5741	10/7/2021	9500 Panama City Beach Pkwy	43,816	
2021-5916	10/15/21	102 Cabana Cay Circle	3500	Customer pipe downstream of meter broken by contractor working for others and reclaimed water spill.
2021-6100	10/22/21	01 Lullwater	2800	Operator failed to move switch back to auto after manual testing.
	10/31/21		500	Power surge tripped breaker without calling for ATS/generator operation

The City's record shows a consistent practice of responsibility of self-reporting. We apply the same high level of stewardship in operating and maintaining our wastewater and reclaimed systems in every effort to maintain regulatory compliance. The City very much understands the incalculable value of the beautiful environment of our service area and our responsibilities to be good stewards of it. It is believed that these factors have been taken into consideration by your enforcement group but not to the extent warranted.

To the casual observer the incidents and basis of violation cited could lead the reader to perceive a lack of stewardship on the City's part. This would be a disservice to the dedicated leadership and staff at the City of Panama City Beach. Although there are always areas where something can be improved, there are some of the incidents cited in the draft Order that do not meet the stated basis of violation and in nearly all of the cases listed below, would not have been avoided with the corrective measures indicated in the proposed Order as follows:

Ms. Elizabeth Mullins Orr

July 8, 2022

Page 3 of 3

SWO Number	Basis of Challenge
2020-3419	Communication failure due to signal interference by others. Not under the control of the City and all systems compliant with industry standards. Not a lack of equipment or maintenance.
2020-5038,5039,5040,5153,5038	Hurricane Sally caused not only record rainfall but also staged surface water bodies above the 100-year flood elevation which is Ten States Standards basis of design inundating some lift stations. Not a maintenance, operations errors or lack of equipment. Act of God.
2021-6100	Operator error. Not a maintenance or other issue.
2021-4677	Transformer fire resulted from power line failure caused by high winds associated with Tropical Storm Fred. Transformer fire destroyed conductors to automatic transfer switch. All electrical systems and standby systems were fully functional and in serviceable condition. Act of God not a lack of proper equipment or maintenance. Spilled reclaimed water was fully treated and does not meet the violation standard cited in Paragraph 5.a).
2021-5916	Failed pipe was customer side of meter and not a City asset to maintain or operate or protect. Damaged by contractor working for others. Spilled reclaimed water was fully treated and does not meet the violation standard cited in Paragraph 5.a)
10/27/21	Contractor working for other party struck line. Not due to the actions of the City or lack or equipment or maintenance. None of the proposed remedies would prevent from recurring.
10/31/21	Pump trip not due to lack or equipment or maintenance. Monitoring system caught high level but response could not make to site in time to prevent spill. No proposed remedies would prevent this.

It is requested the incidents cited be re-evaluated based upon the factors indicated and the proposed Order and associated stipulated penalties for the past events and possible future issues modified accordingly.

Sincerely,



Mark E. Shaeffer, P.E.
Utilities Director

MES/mes



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 26, 2022

Mark Shaeffer, Utilities Director
Panama City Beach WWTP #1,
206 N Gulf Blvd
Panama City Beach, 32413
mark.shaeffer@pcbfl.gov

Re: Proposed Consent Order; Department of Environmental Protection v. City of Panama City Beach, OGC File No.: 22-1926; Bay County

Dear Mr. Shaeffer,

Enclosed is the 3rd proposed Long Form Consent Order, which addresses issues related to the subject facility. The revisions that have been incorporated include reduction of civil penalties for spills related to weather events (SWOs 2020-5038, 2020-5039, 2020-5040, 2020-5153, 2021-4677, 2021-5738, 2021-5739, 2021-5740, and 2021-5741) and SWO 2021-5916 caused by a contractor that hit the customer-side pipe. In addition, Item 7 has been updated to reflect the approved 25-day extension to the deadline. The new deadline for item 7 will be October 26th, 2022. Please review the document, and if acceptable, sign and return it within **30 days** for final execution. A copy of the executed Consent Order will be forwarded to you for your records. If the document is not acceptable, please contact the Department regarding your objections within 15 days of your receipt of the document.

Please note the requirements of the Long Form Consent Order for which you are responsible and fulfill all pertinent actions accordingly. Unless otherwise noted, all deadlines for completing requirements and actions in the Long Form Consent Order are to be calculated from its executed date, which is the date the Consent Order was filed with the Department Clerk, as noted on the signature page.

Your cooperation in resolving this matter is greatly appreciated. If you have any questions, please contact Dominic Bertelli at Dominic.Bertelli@FloridaDEP.gov or via phone (850) 595-0682.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Mullins Orr". The signature is written in a cursive style.

Elizabeth Mullins Orr
Director
Northwest District

EMO / db

cc: Albert Bock, (albert.bock@pcbfl.gov)
Jeff Crigler, (jeff.crigler@pcbfl.gov)
Leah Bailey, (leah.bailey@pcbfl.gov)
Drew R. Whitman, (drew.whitman@pcbfl.gov)

Enclosure: Proposed Long Form Consent Order

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	NORTHWEST DISTRICT
)	
v.)	OGC FILE NO. 22-1926
)	
CITY OF PANAMA CITY BEACH)	
_____)	

CONSENT ORDER

This Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Panama City Beach (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Panama City Beach WWTP #1, an advanced wastewater treatment (AWT) plant with a treatment capacity of 14 million gallons per day (MGD) 3-Month Rolling Average daily flow (3MADF). The wastewater treatment facility (WWTF) operates in the extended aeration mode. The WWTF includes pretreatment [three influent rotary drum screens (total capacity of 24,900 gallons per minute (gpm) at peak flow) and two vortex degritting units (capacity of 12 MGD, each at peak flow) and one grit concentrator, four modified orbal sim-preprocess biological nutrient removal (BNR) basins [capacity for three units at 3.0 MGD, each and one unit at 5.0 MGD - anaerobic/anoxic volume of 3.91 million gallons (MG), aeration volume of 2.9 MG, 2nd anoxic volume of 1.524 MG and reaeration of 0.381 MG], four secondary clarifiers (unit surface area of 6,400 ft² for three smaller units, each and 9,600 ft², for the one larger unit), seven filters (three automatic backwash (ABW) traveling bridge filter surface units of 896 ft², each and four disk filter units rated at 2.5 MGD each), a dual channel chlorination disinfection basins (561,000 gallons) using sodium hypochlorite for disinfection, reclaimed water discharged to the wetlands is dechlorinated

utilizing sodium bisulfite. Biosolids are treated in five aerobic digesters (digesters 1 thru 5 having volumes of 0.92, 0.42, 0.42, 0.92 and 0.93 MG, respectively), with biosolids dewatered by two belt filter presses, capacity of 240 gpm. The facility is equipped with two 5.0 MG reuse storage tanks and a 13.16 MG lined reject water storage pond (Facility).

4. The Facility is operated under Wastewater Permit No. FL0021512 (Permit), which was issued on December 5, 2013, and expired on December 4, 2018. The Facility applied on June 7, 2018, for a permit. The permit renewal application was determined complete by the Department on February 25, 2019. The facility permit is administratively continued until final agency action is determined on the permit renewal. The Facility is located at 206 N Gulf Blvd, Panama City Beach in Bay County, Florida (Property). Respondent owns the Property on which the Facility is located.

5. The Department finds that the following violation(s) occurred:

a) Respondent's SSOs, listed in Exhibit A, are in violation of Rule 62-604.130(1), F.A.C., which prohibits the release of excreta, sewage, or other wastewaters or residuals without providing proper treatment.

b) Respondent's domestic wastewater collection and transmission system allowed SSOs to occur, and therefore was not maintained to provide proper, uninterrupted service in violation of Rules 62-604.500(2)-(3), F.A.C.

c) Respondent's failure to comply with Department rules is a violation of Section 403.161(1)(b), F.S.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

7. By October 26, 2022, Respondent shall complete transitioning the functions of the See-Click-Fix software, implemented in November 2021, to the ESRI Cityworks Program. These functions include;

- a) issue reporting,
- b) generating response tickets for tracking work orders,
- c) historic trending for future maintenance needs.

Collection System

8. If Infiltration and Inflow Program Needs to be Created or Improved:

a) Within 120 days of the effective date of this Order, Respondent shall submit to the Department a plan and schedule (hereinafter, I&I Plan) to reduce infiltration and inflow (I&I) into the collection system within three year(s) of the Department's written acceptance of the I&I Plan. The I&I plan shall describe how the percent reduction in I&I will be measured and shall have a completion date no later than three years after the effective date of this Consent Order.

b) If the Facility has not returned to compliance 90 days after completing the actions in the I&I Plan, Respondent shall, within 180 days of completing the plan, submit to the Department a permit application with a schedule to expand or upgrade the Facility to bring Respondent into compliance with Chapter 62-604 F.A.C

9. If One or More Pump Stations Need Repair, Rehabilitation, or Replacement:

a) Within 120 days of the effective date of this Consent Order, Respondent shall submit a plan and schedule (hereinafter, Lift Station Plan) to the Department for approval to bring all of the Facility's lift stations into compliance with the standards specified in the "Recommended Standards for Wastewater Facilities," the current version of which is referenced in Rule 62-604.300(2)(g), F.A.C. The Lift Station Plan shall have a completion date no later than two years after the effective date of this Consent Order.

b) The Lift Station shall include but is not limited to all of the following;

i. a schedule and plan to improve SCADA system communications. The improvements shall include but is not limited to all of the following;

1. new VT SCADA software and hardware,

2. an updated control radio frequency for the lift stations. The updated radio frequency shall have less interference from neighboring users and a significant reduction in communication interference,

ii. a schedule to deploy a standby pump to Lift Station 3,

iii. a schedule and plan to gain the necessary property to replace and expand

Lift Station 3.

c) If the Facility has not returned to compliance 90 days after completing the actions in the Lift Station Plan, Respondent shall, within 180 days of completing the Lift Station Plan, submit to

the Department a permit application with a schedule to expand or upgrade the system to bring Respondent into compliance with Chapters 62-600, F.A.C. and 62-604, F.A.C.

Spill Response and Emergency Operations Plans

10. If a Sewer Overflow Response Plan (SORP) is Needed (for individual spills):

a) Within 60 days of the effective date of this Consent Order, Respondent shall provide to the Department an updated Sanitary Sewer Overflow Response Plan (SORP). The updated SORP shall include the following components:

i. Where and how equipment or materials may be obtained, how staff may be dispatched, and how contractors may be mobilized to respond to the discharge and to repair the damage or correct the problem that resulted in the discharge;

ii. Where and how equipment or materials may be obtained, how staff may be dispatched, and how contractors may be mobilized to respond to the discharge and to repair the damage or correct the problem that resulted in the discharge;

iii. How and when the required notifications will be made and updates provided to the Department, other regulatory agencies, and the public, including:

1. notification via the web form on the Department's Public Notice of Pollution webpage at

<http://prodenv.dep.state.fl.us/DepPNP/user/pnpRequest> for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the environment within 24 hours of discovery.

11. If an Emergency Operations Plan (EOP) is Needed (for major storms, etc.):

a) Within 60 days of the effective date of this Consent Order, Respondent shall provide to the Department an updated Emergency Operations Plan (EOP) to address larger events such as hurricanes, flooding, or significant power outages. The updated EOP shall be designed to build on the SORP and shall include the following components:

b) a public education campaign with 3 components:

i. outreach to customers via social media and other means prior to hurricane season, addressing sanitary sewer overflow prevention through maintenance of service connections and grease traps, not opening cleanouts or manholes, and preventing blockages,

ii. outreach as a predicted event approaches (e.g., hurricane), addressing what

customers should do or should avoid to prevent or be prepared for sanitary sewer overflows, and how customers can get information regarding their system before the storm,

iii. outreach after the event, addressing how to deal with backups and floodwaters, proper cleanup, health precautions, and how to get information about the sewer system's status or report problems.

CMOM and ASSET Management

12. Mapping and Inventory:

a) Within 90 days of the effective date of this Consent Order, Respondent shall submit a Mapping and Inventory Plan (hereinafter, MI Plan) with a scheduled completion date no later than two years of the effective date of this Consent Order.

b) The MI Plan shall include the location, size, type, and material for all existing or in-construction force mains, gravity mains, service laterals, isolation or control valves, air release valves, access and conflict manholes, pump stations, fixed backup power supplies, bypass hookups, portable generator hookups, and tie-ins of Satellite collection systems or bulk customers Satellite collection systems are sanitary sewers owned or operated by another entity that conveys sewage or industrial wastewater to the facility. The maps shall show directional flow routes of all wastewater flows.

c) For satellite systems and bulk customers, mapping and inventory shall include the names, responsible parties and contact information, and as much of the information listed in this paragraph as can be obtained.

13. Assessment:

a) Within two years of the effective date of this Consent Order, Respondent shall complete an Capacity, Management, Operations, and Maintenance (CMOM) assessment/assessment of the existing condition of all force mains, gravity mains, connections, isolation or control valves, air release valves, pump stations, and manholes in the collection system. The assessment shall be based on age, materials, estimated remaining life span under actual environmental and usage conditions, the maintenance and surveillance history, the capacity and actual loading of mains and pump stations, and any other information that bears on potential for failures. The assessment shall be done in sufficient detail that the resulting information can be used to prioritize and schedule improvements and preventive maintenance.

b) Within 180 days of the completion of the CMOM assessment, Respondent shall

submit to the Department a report summarizing the results of the assessment, identifying areas of highest vulnerability for failure resulting in unauthorized discharges, and outlining Respondent's plan to repair, rehabilitate, or replace the most vulnerable components of the system.

14. CMOM and Asset Management Program:

a) Within three years of the effective date of this Consent Order, Respondent shall submit to the Department a Capacity, Management, Operations and Maintenance and Asset Management Program (CMOM and AM Program). The CMOM and AM Program shall be scaled to fit Respondent's Facility and shall be designed to keep the collection system and wastewater treatment and disposal facility operating properly at all times. The CMOM and AM Program shall be consistent with the United States Environmental Protection Agency's guidance contained in the references below:

i. EPA's *CMOM Program Self-Assessment Checklist*

<https://www.epa.gov/sites/production/files/2015-10/documents/cmomselfreview.pdf>

ii. *Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems*, EPA 305-B-05-002,

https://www.epa.gov/sites/production/files/2015-10/documents/cmom_guide_for_collection_systems.pdf

iii. *Asset Management: a Best Practices Guide*, EPA 816-F-08-014,

<https://nepis.epa.gov/Exe/ZyPDF.cgi/P1000LP0.PDF?Dockey=P1000LP0.PDF>

b) The CMOM and AM Program shall include the elements listed below:

i. an Information Management System element that maintains detailed information on location, type, capacity, age, condition, failure history, maintenance history, and projected maintenance or replacement schedule for each component as determined by manufacturers' recommendations and information on actual condition and performance, Operations and Maintenance Manuals, including the information developed through the Mapping and Inventory and the Assessment of the collection system,

ii. an Inspection and Surveillance Program Element to monitor flows and the condition and performance of collection system components by remote monitoring and telemetry via a SCADA system, on-site inspections, and other means as applicable to each component, with an automatic alarm or alert system (e.g., autodialers) to notify staff when a malfunction occurs that compromises operation,

- iii. a Security and Emergency Management Program Element that incorporates the SORP and EOP and addresses routine security throughout the system,
- iv. an Infiltration and Inflow (I & I) Reduction Program Element to identify and eliminate sources of water other than domestic wastewater or authorized industrial wastewater flows entering the collection system,
- v. a Fats, Oils, and Grease (FOG) Control Program Element, including regulation of customers' grease traps via municipal ordinance or any other measures to prevent excessive loading of FOG into the wastewater treatment facility,
- vi. a Satellite System and Bulk Customer Program, if applicable, that maintains information about the composition and volume of flows entering Respondent's system, and that provides for control of unauthorized discharges, I & I and FOG in the satellite or bulk customers' system(s),
- vii. a Corrosion Control Program Element to control hydrogen sulfide and any other corrosive gases or liquids that have been found to deteriorate the system,
- viii. a Spare Parts Inventory Program Element, to prevent delays in responding to emergencies by maintaining a stock of commonly-used or hard-to-acquire critical spare parts and expediting internal processes for authorization, documentation, deployment, and restocking,
- ix. a Repair and Rehabilitation Program Element to promptly address existing or imminent failures and malfunctions,
- x. a Preventive Maintenance Program Element that schedules maintenance, replacements, and upgrades based on the information gathered under this paragraph and integrated in the Information Management System,
- xi. an Asset Management Program Element that plans for and funds the repairs, replacements, upgrades, and expansions of equipment and structures projected to be needed by the system during the life of the system.
- xii. a schedule for implementing each of the elements in this paragraph, with all elements implemented no later than four years after the effective date of this Consent Order.

Electronic Spill Reporting

15. Within 60 days of the effective date of this order, Respondent shall report all noncompliance events related to sanitary sewer overflows or bypass events to the Department

electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification").

Prefatory Language Applicable to All Corrective Action Paragraphs

16. As to paragraphs 6 through 15 of this Order the following shall apply:

- a) The Department shall provide Respondent with its written approval, approval with conditions or modifications as a contingency of approval, or disapproval for any submittal, specification, or schedule submitted for Department approval pursuant to or required by this Order.
- b) Respondent shall revise any submittal, specification, or schedule in accordance with the Department's written comments within thirty (30) days of Respondent's receipt of the Department's written comments unless such comments specify an alternative due date, in which case Respondent shall submit to the Department any revised submittal, specification, or schedule in accordance with the due date specified by the Department. Revised submittals are also subject to approval, approval with conditions and/or modifications, or disapproval by the Department following these approval procedures. Any revised submittal that is not approved or is not approved with conditions and/or modifications is considered noncompliant with the terms of this Order.
- c) Upon receipt of the Department's written approval, or approval with conditions and/or modifications, Respondent shall implement any approved work plan in accordance with the schedule and provisions contained therein which shall be deemed an enforceable part of this Order.
- d) Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by the paragraphs above within five years of the effective date of this Order and be in full compliance with Chapters 62-600, F.A.C. and 62-604, F.A.C., regardless of any intervening events or alternative time frames imposed in this Order, other than those excused delays agreed to by the Department, as described in paragraph 29.

17. Every quarter after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-

month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

18. Respondent’s completion of all corrective actions required by paragraphs 6 through 15 within the respective deadlines specified thereunder shall constitute full compliance with Chapters 62-600, F.A.C. and 62-604, F.A.C.

19. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$34,490.02 in settlement of the regulatory matters addressed in this Order. This amount includes \$33,990.02 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes 11 violations of Rule 62-604.130(1), F.A.C. that each warrant a penalty of \$2,000.00 or more.

Stipulated Penalties

20. For unauthorized discharges from any part of Respondent’s wastewater collection system or wastewater treatment and disposal facilities, Respondent agrees to pay stipulated penalties to the Department as follows:

a) Stipulated penalties shall be assessed according to the volume of the discharge and the number of days the discharge continued and/or impacted surface water, as shown below:

<u>Amount per day per Discharge or</u>	<u>Amount per day per Water Quality Violation</u>	<u>Discharge Volume</u>
\$500.00		Up to 1,000 gallons
\$1,000.00		1,001 to 5,000 gallons
\$2,500.00		5,001 to 10,000 gallons
\$5,000.00		10,001 to 25,000 gallons
\$10,000.00		in excess of 25,000 gallons

b) For each instance where Respondent fails to meet any final completion date for corrective actions scheduled pursuant to this Consent Order, including plans and schedules accepted in writing by the Department or compliance schedules incorporated in permits issued pursuant to the terms of this Consent Order, Respondent agrees to pay stipulated penalties in the amount of \$1,000.00 per day.

c) The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department’s issuance of written demand for payment, and shall do so as further described in paragraph 21, below. Nothing in this

paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 19 of this Order.

21. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

22. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Erin Rasnake, Assistant Director, Department of Environmental Protection, Northwest District Office at 160 West Government Street, Suite 308, Pensacola, Florida 32502. Respondent shall copy NWD_WastewaterCompliance@floridadep.gov for all submittal-related emails.

In-Kind Projects

23. In lieu of making cash payment of \$33,990.02 in civil penalties as set forth in paragraph 19 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$50,985.03. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Consent Order.

24. If Respondent elects to implement an in-kind project as provided in paragraph 23, then Respondent shall comply with all the requirements and time frames in Exhibit B entitled In-Kind Projects.

25. In-Kind Projects to offset Stipulated Penalties

a) In lieu of making cash payment of civil penalties and stipulated penalties required under paragraph 19 and paragraph 20 above, the Department, **at its discretion**, may allow Respondent to off-set this amount by implementing an in-kind project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the portion of the stipulated penalty amount for which the approved project off-sets. The Respondent shall request consideration of applying stipulated penalties toward an in-kind project within 15 days of notification by the Department that stipulated penalties are being assessed under paragraph 20. If acceptable, the Respondent shall comply with all the requirements and timeframes in Exhibit B, entitled In-Kind Projects. If not acceptable, the Respondent will pay the stipulated penalties within 30 days of receipt of the Department's notification that applying the stipulated penalties to an in-kind project is not acceptable.

26. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Order remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit B to this Order that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

27. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

28. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the

Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

29. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

30. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

31. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

32. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

33. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

34. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

35. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

36. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

37. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

38. Respondent shall publish the following notice in a newspaper of daily circulation in Bay County, Florida. The notice shall be published one time only within 15 days of the effective date of the

Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into a Consent Order with CITY OF PANAMA CITY BEACH pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the sanitary sewer overflows occurring from the domestic wastewater treatment plant and its collection system at 206 N Gulf Blvd, Panama City Beach in Bay County, Florida. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District Office at 160 West Government Street, Suite 308, Pensacola, Florida 32502-5740.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department’s final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency’s file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency’s proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency’s proposed action, including an explanation of how the alleged

facts relate to the specific rules or statutes; and

- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 160 West Government Street, Suite 308, Pensacola, Florida 32502-5740. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

39. Rules referenced in this Order are available at <https://floridadep.gov/ogc/ogc/content/rules>.

FOR THE RESPONDENT:

Mark Shaeffer
Utilities Director

Date

DONE AND ORDERED this ___ day of _____, 2022, in _____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullins Orr
Director
Northwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Exhibit A

Table 1 - Sanitary Sewer Overflows - Panama City Beach WWTP #1 - Facility ID: FL0021512

SWO Number	Incident Date	Spill Location	Volume (gal.)	Recovered Volume (gal.)	WW Characteristic	Cause
2020-3419	06/28/2020	17501 Panama City Beach Pkwy	850	0	Untreated	Communication Failure
2020-4327	08/18/2020	1438 Wild Herring Way	400	0	Untreated	Equipment Failure
2020-4485	08/24/2020	206 North Gulf Boulevard	12,000	0	Untreated	Heavy Rain/Equipment Failure
2020-4591	08/29/2020	9500 Panama City Beach Parkway	10,000	0	Untreated	Heavy Rain/Equipment Failure
2020-5038	09/15/2020	9500 Panama City Beach Parkway	10,000	0	Untreated	Hurricane Sally
2020-5039	09/15/2020	22819 Panama City Beach Parkway	10,000	0	Untreated	Hurricane Sally
2020-5040	09/15/2020	6922 Vernon Avenue	7,500	0	Untreated	Hurricane Sally
2020-5153	09/16/2020	470 Wahoo Road	73,800	1,000	Untreated	Hurricane Sally
2020-7064	12/22/2020	3003 Joan Avenue LS #40	11,900	0	Untreated	Blockage - Grease/Baby Wipes
/	04/09/2021	3003 Joan Avenue	300	0	Untreated	Heavy Rain
2022-4677	08/22/2021	206 N Gulf Boulevard	4,500	10,000	Reuse/effluent	Tropical Storm Fred

2021-5026	09/07/2021	2529 Joan Avenue	5,000	0	Untreated	Equipment Failure
2021-5738	10/07/2021	3003 Joan Avenue LS #40	23,969	0	Untreated	October Rain Event
2021-5739	10/07/2021	Thomas Drive LS #59	12,574	0	Untreated	October Rain Event
2021-5740	10/07/2021	17550 Panama City Beach Parkway LS #73	75,446	0	Untreated	October Rain Event
2021-5741	10/07/2021	9500 Panama City Beach Parkway LS #96	43,816	0	Untreated	October Rain Event
2021-5916	10/15/2021	79 West Apartments, 102 Cabana Cay Circle	3,500	0	Reuse	Contractor - Customer Side Pipe
2021-6100	10/22/2021	01 Lullwater Drive LS #126	2,800	0	Untreated	Accident
/	10/27/2021	Beach Drive and Dolphin Drive	650	0	Untreated	Contractor Error
/	10/31/2021	5720 Magnolia Beach Road	500	500	Untreated	Contractor Error

Exhibit B

In-Kind Projects

I. **Introduction**

Proposal

a. Within 60 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

My name is _____ (print or type name of senior management official)

and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by

Personally, known or by Production of the following Identification _____
Notary Public, State of Florida
Printed/typed or stamped name:
My Commission Expires: _____
Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 19, within 30 days of Department notice.

e. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within

120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in paragraph 19 or stipulated penalties as set forth in paragraph 20 above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph I(a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$33,990.02 penalty or stipulated penalties assessed under paragraph 20, no additional penalties shall be assessed under paragraph 20 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$33,990.02 penalty or stipulated penalties assessed under paragraph 20, no additional penalties shall be assessed under paragraph 20 for failure to complete the requirement of this paragraph.

1. Increase local match for Laguna Beach septic to sewer project
2. Lift Station 19 replacement (upgrade 40+ year old lift station to current technology and expand to handle higher development demands).
3. Power and pump upgrades for Brandywine (Lift Station 37) and possible additional land acquisition.
4. Secure additional property for replacement/expansion of Lift Station 73 (in front of La Quinta) and replace existing lift station. *This project is dependent on lift station property acquisition.*
5. Lift Station 2 replacement project (very old lift station on Front Beach Road right of way needing replacement and relocation) *This project is dependent on lift station property acquisition.*
6. Lift Station 3 replacement project (very old lift station by Lullwater Lake needing replacement and relocation). *This project is dependent on lift station property acquisition.*
7. Purchase another lift station site for Grand Lagoon Sewer project. *This project is dependent on lift station property acquisition.*
8. Connect West Bay Water Pumping Station operations building to City sewer and abandon septic system.
9. Lift Station 96 screening improvements (regional lift station across from Hombre needing pretreatment improvements)



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Jeff Crigler, Utilities

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff requests that Council approve a work order for removing grit from BNR Basins 3 and 4 at the City's WWTP in the not-to-exceed amount of \$280,000.00, based on the existing annual Contract with SIS at set unit prices for this work. Our existing contract with SIS effective March 24, 2022 provides unit prices for the needed removal and disposal of grit accumulations from the City's WWTP basins. Actual costs may be lower as the anticipated amount is based upon estimated quantities of accumulated grit as the basin could not be dewatered to get more accurate volume measurements.

4. AGENDA:
REGULAR AGENDA

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life

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

On March 24, 2022, Council approved a contract with SIS for Tank Cleaning, Sewer Cleaning, and Bypass Pumping Services in Resolution 22-112. Terms of the Contract provide set pricing established through the bid process based upon tons of grit removed from the City's sewage system and WWTP. Biological Nutrient Reactors (BNRs) 3 & 4 are 2 of 4 aeration basins at the City's WWTP and periodically require cleaning to remove sand and grit accumulations to maintain treatment performance. Projected costs for current cleaning needs based upon previous removal efforts and Contract unit prices results in an estimated cost of \$280,000.00. A draft Work Order 4 under the Contract is attached as well as the bid tab from the SIS bid that shows the unit cost for tank cleaning. Staff requests approval from the City Council to authorize the City Manager's execution of this Work Order in the not-to-exceed amount of \$280,000.00.

Annual costs for this Contract were originally estimated to be \$150,000.00 and the City has spent approximately \$53,000.00 to date. Approval of this Work Order will put the total amount expended under this Contract at approximately \$333,000.00.

Res 23-15.Work Order Smith Industrial Services.WWTP.pdf
Work_Order_SIS#4_r1_4 Oct 2022.pdf
PCB22-48 Bid Tabulation Sheet.pdf
SIS Agreement.pdf

RESOLUTION NO. 23-15

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A WORK ORDER WITH SMITH INDUSTRIAL SERVICES, INC. (SIS), FOR TANK CLEANING SERVICES AT THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$280,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Granicus, Inc., relating to tank cleaning services at the Wastewater Treatment Plant, in an amount not to exceed Two Hundred Eighty Thousand, Dollars (\$280,000), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

WORK ORDER – TANK, LIFT STATION, AND SEWER CLEANING SERVICES

WORK ORDER NO. 4

DATE 10-4-22

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND SMITH INDUSTRIAL SERVICES, INC. dated March 25, 2022, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Contractor agrees to perform the specific tasks set forth upon incorporated Scope of Services, relating to tank, lift station, and sewer cleaning. This work order is for **cleaning of BNR 3 & 4 Basins at the Wastewater Treatment Plant at the contract rate of \$320 per wet ton** as described in the Scope of Services.

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

a not-to-exceed amount of **\$280,000**; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 Allowance of \$ _____ for _____, and
 Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of

\$ _____:

as set forth in attached breakdowns and shall be paid upon completion of the work as specified in the Agreement.

Work be completed within 60 calendar days of receipt of signed work order. The date of completion of all work is therefore _____, 202_. There are no additional rights and obligations related to this Work Order other than as specified in the Agreement. Upon execution of this task order by both Contractor and City, Contractor is directed to proceed.

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

Witness:

Smith Industrial Services, Inc.

By: _____ Date: _____

Its: _____

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____

City Clerk

City Manager



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
PCB22-48 Tank, Lift Station & Sewer Cleaning Services

3/8/2022
 1:15 PM

	CONTRACTOR/VENDOR	Date/Time Bid Received	Item # 1	Item # 2	Item # 3	Item # 4	Item # 5	Item # 6	Item # 7	Item # 8 through Item #11	BID FORM	REFERENCES	PUBLIC ENTITY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY	RESPONSIVE BID The minimum requirements were provided
1	Smith Industrial Service	3/8/33 9:33 a.m.	\$320.00	\$245.44	\$274.68	\$317.63	\$353.88	\$172.19	\$50.00	\$4,188.64	X	X	X	X	X	X	X	yes
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		

SECTION IV

REQUIRED DOCUMENTS

BID FORM

This proposal of _____Smith Industrial Service_____, hereinafter called "BIDDER," organized and existing under the laws of the State of ____Florida__ doing business as _____Smith Industrial Service_____

(Insert a corporation," a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for PCB22-48 ITB WWTP Tank, Lift Station, and Sewer Cleaning Services, as detailed in this solicitation for the amounts shown on the attached Bid form.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations. City may also award contract for individual bid items.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
Basin and Tank Cleaning					
1	Removal, Transport, and Disposal of Debris from Basins/Tanks at WWTP	Wet Ton	800	\$ <u>320.00</u>	\$ <u>256,000.00</u>
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Hourly Price</u>	<u>Bid Amount</u>
Vacuum/Pump Truck Services (includes all fuel and disposal costs)					

PCB22-48 ITB TANK, LIFT STATION AND SEWER CLEANING

2	Vacuum Truck with One Operator – Disposal at PCB WWTP	HR		\$ <u>245.44</u>	\$ _____
3	Vacuum truck with One Operator – Disposal at Landfill	HR		\$ <u>274.68</u>	\$ _____
4	Vac-Con Truck with operator – disposal at PCB WWTP	HR		\$ <u>317.63</u>	\$ _____
5	Vac-Con Truck with one operator – disposal at landfill	HR		\$ <u>353.88</u>	\$ _____
6	Jet Truck with operator	HR		\$ <u>172.19</u>	\$ _____
7	Extra Person Per Hour (not listed above)	HR		\$ <u>50</u>	\$ _____

Temporary Bypass Pumping Services (Includes up to 500 Feet of temporary piping/hoses)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Per Day Price</u>	<u>Bid Amount</u>
8	Up to 500 GPM	DAY		\$ <u>4,188.64</u>	\$ _____
9	501 – 1,000 GPM	DAY		\$ <u>4,188.64</u>	\$ _____
10	1,001 – 1,500 GPM	DAY		\$ <u>4,188.64</u>	\$ _____
11	1,501 – 2,000 GPM	DAY		\$ <u>4,188.64</u>	\$ _____

*Estimated quantities mentioned above for wet ton is for bid evaluation purposes only. This is an estimated quantity, and actual quantity may be higher or lower depending upon the plant's solids accumulation.

TANK, LIFT STATION AND SEWER CLEANING SERVICES

AGREEMENT

THIS TANK, LIFT STATION AND SEWER CLEANING SERVICES AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Smith Industrial Services, Inc. (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide an annual tank, lift station, and sewer cleaning and disposal services for multiple locations in the Panama City Beach utility system, as more particularly described in the Scope of Work described in PCB 22-48 ITB.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Disposal Unit Price of \$320, per wet ton, hourly rate or day rate costs as outlined in the bid. The City shall also pay to the Contractor for the work needed in this Agreement, at the Hourly Rate Price or Day Rate Price contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

3. PAYMENT

Monthly invoices shall be submitted to the City and City shall make payments in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to City Hall, attention Accounts Payable, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM:

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of two (2) years. The Agreement may be extended for two, one-year optional periods, upon the written agreement of both parties.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having

jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

9. ASSIGNMENT

This Agreement is not assignable.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

13. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Jeff Crigler, P.E.
Title/Position: Asst. Utilities Director
17007 Panama City Beach Pkwy., PCB, FL 32413
Phone: (850)233-5100, Ext. 2404

B. As to Contractor:

Contract Representative: Jason Reagan
Title/Position: Regional Manager
Email address: jreagan@smithind.com
Mailing address: 2001 W. I-65 Service Road, Mobile, AL 36618

Phone/Cell: 850-784-6005

15. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents related to the PCB 22-48ITB, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- BID PROPOSAL FORM
- TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

Contractor

Witness 1 _____

(Print Name): _____

By: _____

Smith Industrial Services, Inc.

Witness 2 _____

(Print Name): _____

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

By: _____

Drew Whitman , City Manager

ATTEST

Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Rich McClanahan, Police

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval.

4. AGENDA:
REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Financial Health

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

The grant is for the purchase of a golf cart for use by the Police Department during special events. It will allow the Police Department to carry more equipment than they do on their ATVs. The golf cart can also be used in an emergency to transport people when needed for medical reasons and to aid in the search of missing/lost children during special events.

The grant does not pay for the entire cost. There will be a \$2,000-\$3,000 gap that will be covered by the PD budget.

Once it is approved by the Council, the City's Grant Administrator will electronically accept it and get the document executed from OJP.

[Res 23-16.JAGD Award for PD Grant.Golf Carts.pdf](#)
[FY 2023 BA #3.JAGD Grant.Golf Carts.Special Events.pdf](#)
[Edward Bryne.Grant Award Letter.PD.Golf Cart.Special Events.pdf](#)
[PD Golf Carts.Funded Award FAW-171769.pdf](#)

RESOLUTION NO. 23-16

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR ONE SPECIAL EVENT GOLF CART FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$10,428; DESIGNATING THE CITY'S GRANTS/CONTRACT ADMINISTRATOR AS THE CITY'S AUTHORIZED REPRESENTATIVE; AND AUTHORIZING A BUDGET AMENDMENT TO REFLECT THE RECEIPT AND EXPENDITURE OF THESE FUNDS.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Grant Agreement between the City and the Edward Byrne Memorial Justice Assistance Grant Program relating to the purchase of one special event golf cart for the Police Department, in the amount of Ten Thousand, Four Hundred, Twenty-Eight Dollars (\$10,428.00), on substantially the terms and conditions of the quote **attached** as Exhibit A and presented to the Council today.
2. The City's Grants/Contract Administrator, Michael Martin, is designated as the City's Authorized Representative to execute the Grant Agreement, accept this Grant award and bind the City to the award's terms and conditions.
3. The following budget amendment #3 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as shown in and in accordance with the **attached** and incorporated Exhibit B, to reflect the receipt and expenditure of these funds.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 3

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-0000-331.20-38	JAG D Golf Cart Grant	0.00	(10,428.00)	(10,428.00)
TO	001-2101-521.64-55	Machinery and Equipment Grant	0.00	10,428.00	10,428.00
Check Adjustment Totals:			0.00	0.00	0.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect the award of \$10,428 in JAG D grant funds and to appropriate the grant funds for the purchase of 1 special event golf cart for the police department. Sufficient funds are available in the police department's current budget for the equipment cost in excess of the grant amount.

FINANCE REVIEW: _____

RESOLUTION #: _____

DATE: _____

September 26, 2022

Dear Drew Whitman,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PANAMA CITY BEACH for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$10,428.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OWW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Award Details

Federal Award Date

9/26/22

Award Type

Initial

Award Number

15PBJA-22-GG-02894-JAGX

Supplement Number

00

Federal Award Amount

\$10,428.00

Funding Instrument Type


Grant

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Solicitation Title:	BJA FY 22 Edward Byrne Memorial	Solicitation Category:	Category 1 - Applicants with eligible allocation amounts of less than \$25,000
Project Title:	Panama City Beach Police Department 2022 Edward Byrne Memorial Justice Assistance Application	Federal Award Amount:	\$10,428.00
Project Period:	10/1/2 - 9/30/2:	Program Office:	BJA
Managing Office:	OJP	UEI:	KVP5MJSZNCE3
DOJ Grant Manager:	Linda Hill	TIN:	596045116
Grant Award Administrator:			
FAW Case ID	FAW-171769		

Assignments		View all
Task	Assigned to	
Assign Missing Contributors (Funded Award Initial Setup)	 HOLLY WHITE	
Programmatic (Funded Award Initial Setup)	Funded Awards	
Legal (Funded Award Initial Setup)	Funded Award	
Audit And Assessment (Funded Award Initial Setup)	Funded Award	
Financial (Funded Award Initial Setup)	Funded Awards BJA	
Leadership (Funded Award Initial Setup)	Funded Award	

FUNDED AWARD INITIAL SET...	ACTIVE	INITIATE CLOSEO...
PROGRAMMATIC CLOSE...	FINANCIAL CLOSE...	UFMS HAND...

[Funded Award Information](#)

[Award Package](#)

Award Letter

September 26, 2022

Dear Drew Whitman,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform

you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PANAMA CITY BEACH for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$10,428.

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Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility of ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E,

and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF PANAMA CITY
BEACH

UEI
KVP5MJSZNC3

Street 1
17007 PANAMA CITY BEACH
PKWY

Street 2

City
PANAMA CITY BEACH

State/U.S. Territory
Florida

Zip/Postal Code
32413

Country
United States

County/Parish

Province

 **Award Details**

Federal Award Date
9/26/22

Award Type
Initial

Award Number
15PBJA-22-GG-02894-JAGX

Supplement Number
00

Federal Award Amount
\$10,428.00

Funding Instrument Type
Grant

Assistance Listing Number **Assistance Listings Program Title**

16.738

Edward Byrne Memorial Justice
Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)



I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2022 BJA FY 22 Edward Byrne
Memorial Justice Assistance
Grant Program - Local

Awarding Agency
OJP
Program Office
BJA

Solicitation

Application Number

GRANT13688620

Grant Manager Name Phone Number
Linda Hill 202-353-9196

E-mail Address
Linda.Hill5@usdoj.
gov

Project Title

Panama City Beach Police Department 2022 Edward Byrne
Memorial Justice Assistance Application

Performance Period Start Date	Performance Period End Date
10/01/2021	09/30/2023

Budget Period Start Date	Budget Period End Date
10/01/2021	09/30/2023

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.



I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or

imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result

in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or

otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or

subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-

9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate

...for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and

approved by the OJP program office prior to obligation or expenditure of such funds.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load more](#)



Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/22 1:43 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Signed Date And Time



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lori Philput, Administration

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Ratify the purchase of all other perils property insurance for an annual amount of \$180,633.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

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

During the RFP process, all-other peril (AOP) property insurance was inadvertently omitted from the Windstorm and General Insurance process. It was discovered when the renewal bill was sent on September 15th. An RFP was immediately posted and we sought an extension from the current provider. Due to the potential of hurricanes forming in the gulf, the current carrier was unable to extend our coverage for 30 days resulting in an emergency purchase of the renewal at \$180,633. This policy is tied to the current windstorm policy that was competitively bid in July.

[Res 23-17.Ratifying Purchase of Property Insurance.pdf](#)
[0461 Property Proposal AOP Only.pdf](#)

RESOLUTION NO. 23-17

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND APPROVING THE PURCHASE OF PROPERTY INSURANCE FROM FLORIDA LEAGUE OF CITIES, INC. FOR AN ANNUAL PREMIUM AMOUNT NOT TO EXCEED \$180,633.00.

BE IT RESOLVED the City Council of the City of Panama City Beach hereby ratifies and approves the purchase of those certain insurance coverages and benefits from the Florida League of Cities, Inc., relating to property insurance for the City, in the annual premium amount of One Hundred Eighty Thousand, Six Hundred Thirty-Three Dollars (\$180,633.00), in substantially the form of the quote **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Proposal for 2022-2023

City of Panama City Beach

PROPERTY COVERAGE

	Limit
Blanket Real & Personal Property	\$67,645,653
Electronic Data Processing:	
- Equipment:	Included in Contents
- Software:	Included in Contents
- Equipment Breakdown:	Included in Contents
	Agreed Amount
Valuation Basis:	Replacement Cost
Coverage Form:	Special
Deductibles:	\$500 Per Occurrence - Real & Personal Property, Other Property

Business Income waiting period is 72 hours.

Piers, wharves, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. See options page for wind quote if applicable.

Antennas, towers and similar structures, including but not limited to transmitting and receiving, over \$100,000 are wind excluded.

PROPERTY COVERAGE EXTENSIONS:

Excess Flood Coverage	\$5,000,000
Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
Terrorism	\$5,000,000
Newly Acquired or Constructed Property	\$2,000,000
Extra Expense	\$1,000,000
Newly Acquired Business Personal Property	\$500,000
Business Income	\$500,000
Valuable Papers & Records	\$500,000
Accounts Receivable	\$500,000
Property Damage Mitigation Coverage (Named Storm)	\$500,000
Unintentional Errors & Omissions	\$250,000
Electronic Data Processing Equipment (Software)	\$250,000
Personal Property Off Premises	\$250,000
Property In Transit	\$250,000
Off Premises Power Failure	\$100,000
Pollutant Clean Up & Removal	\$100,000
Preservation of Property	\$100,000
Service Interruption Coverage	\$100,000
Leasehold interest	\$100,000
Personal Property of Others	\$50,000
Fungus Clean Up & Removal	\$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
Police Dogs & Horses	
Death in line of duty	\$15,000
Annual Maximum	\$30,000
Antiques & Objects of Art	
Per Item	\$15,000
Annual Maximum	\$250,000
Arson Reward	\$5,000
Non-Scheduled Property in the Open	\$500,000

INLAND MARINE COVERAGE:

SCHEDULED INLAND MARINE EQUIPMENT Limit: \$2,747,743

Deductible: \$500 Items valued \$25,001 - \$50,000
Items \$50,000 - \$100,000 have minimum of \$1,000 deductible
Items greater than \$100,000 have minimum of \$2,000 deductible or 2% of the item's scheduled limit, whichever is greater.

(Note: All Watercraft must be scheduled.)

Coverage Basis: Actual Cash Value

Deductible: Applies per occurrence

INLAND MARINE COVERAGE EXTENSIONS:

- Rental Reimbursement for Contractor's Equipment for Covered Loss \$5,000
- Limited Contractor's Equipment Replacement Cost \$250,000
- Installation Floater - Member's Building Materials \$100,000

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit described in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in proposal.
Extra Expense	Subject to the Extra Expense Limit described in proposal.
Expediting Expense	\$1,000,000
Hazardous Substances	\$500,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.
II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property deductible described in proposal.
Indirect Coverages	Subject to the Time Element deductible described in proposal.

III. Other Conditions

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.

CRIME & BOND COVERAGE

Limits

Bond Coverage:

Employee Theft - Per Loss \$100,000
Deductible: \$0

Faithful Performance - Per Loss \$100,000
Deductible: \$0

Crime Coverage:

Theft of Money & Securities - Loss Inside \$100,000
Deductible: \$0

Outside the Premises \$100,000
Deductible: \$0

Computer and Funds Transfer Fraud \$100,000
Deductible: \$0

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property	\$180,633
FMIT Disaster Preparedness and Recovery Program	INCLUDED
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED

Total FMIT Premium	\$180,633
---------------------------	------------------

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

First Installment

Second Installment

Third Installment

Fourth Installment

25% minimum due

25% minimum due

25% minimum due

25% minimum due

October 1, 2022

January 1, 2023

April 1, 2023

July 1, 2023

Payment will be forwarded to the Florida League of Cities in Tallahassee



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Lori Philput, Administration

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health

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

The City's Stop Loss insurance will expire on January 1, 2023. The City prepared a Request for Proposal (RFP) to match our current policy specifications. The RFP was posted on August 26, 2022, and bids were opened on September 19, 2022.

The City's Health Insurance is partially Self-Funded and Stop Loss insurance acts as a buffer for high dollar claims. This highly specialized insurance product pays claims over \$100,000 on employees up to \$1,000,000 annually (excluding any lasers). The current proposal contains two lasers. A laser is when the insurance company identifies a high-risk claimant and raises the minimum the City must pay on those claimants to an amount they see fit. On the two lasers introduced this year, our lasers are \$290,000 (versus \$100,000) and \$150,000 (versus \$100,000).

One responsive bid was received for stop loss insurance from One80 Intermediaries in an estimated amount of \$669,591, depending on enrollment. A buyup option of \$727,847 is recommended for approval which caps the 2024 renewal at 50% and offers no new lasers on renewal. Staff recommends approval.

[Res 23-18.Purchase of Stop Loss Insurance.pdf](#)
[PCB22-88_RFP_Bid_Opening_Results.pdf](#)
[City of Panama City Beach - One80.pdf](#)

RESOLUTION NO. 23-18

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF STOP LOSS INSURANCE FROM ONE80 INTERMEDIARIES, INC. FOR AN ESTIMATED ANNUAL PREMIUM AMOUNT OF \$727,847.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to purchase on behalf of the City those certain insurance coverages and benefits from One80 Intermediaries, Inc., relating to stop loss insurance for the City, in the estimated annual premium amount of Seven Hundred Twenty-Seven Thousand, Eight Hundred Forty-Seven Dollars (\$727,847.00), in substantially the form of the quote **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, FL 32413
PCB22-88 RFP Stop Loss
09/19/22 10:30AM

	CONTRACTOR/VENDOR	DATE BID/RFP RECEIVED	TIME BID/RFP RECEIVED	BID RECEIVED VIA PAPER OR DEMANDSTAR	PROPOSED ANNUAL PREMIUM	RESPONSIVE BID/PROPOSAL <i>THE MINIMUM SPECIFICATIONS WERE PROVIDED</i>	PROPOSERS CERTIFICATION	ADDENDA PAGE	DRUG-FREE WORKPLACE	PUBLIC ENTITY CRIME	E-VERIFY	NON-COLLUSION AFFIDAVIT
1	One80/Vista	9/15/2022	4:12PM	DemandStar	\$ 669,591.00	Required Forms not uploaded	X	X	X	X	X	X
2	Stealth	9/19/2022	9:46AM	DemandStar	\$774,046.00 & Alternative \$671,122.00	No forms or proposal uploaded - DemandStar indicates "Manual/Offline"						
3	SA Benefit Services	9/19/2022	10:29AM	DemandStar	\$ 600,000.00	Bid incomplete - no documents uploaded						
4												
5												
6												
7												
8												
9												
10												



EMPLOYER STOP LOSS PROPOSAL

Prepared for:
City of Panama City Beach
Panama City Beach, FL

Producer:
City of Panama City Beach

Underwriting Contact:
Joe Tuohey

Marketing Contact:
Justin Cech

Stop Loss Coverage Provided by:
Gerber Life Insurance Company

Insured: **City of Panama City Beach**
 Claims Administrator: **Blue Cross Blue Shield of Florida**
 Underwriter: **Joe Tuohey**

Proposal #: **118575**
 Proposal Date: **10/06/2022** Valid Through: **01/11/2023**
 Effective Date: **01/01/2023** Expiration: **12/31/2023**

SPECIFIC STOP LOSS BENEFIT

	<u>Option 1</u>
Covered Benefits	Medical, Rx Card
Contract Basis	24/12
Annual Specific Deductible per Individual	\$ 100,000
except for	
████████████████████	\$ 290,000
████████████████████	\$ 150,000
Maximum Annual Reimbursement	Unlimited
Maximum Lifetime Reimbursement	Unlimited
Quoted Rate Per Month	<u>Enrollment</u>
Single	316 \$ 127.41
Family	49 \$ 416.17
Estimated Annual Premium	\$ 727,847
Quoted Rate(s) includes Commissions of	10.00%

AGGREGATE STOP LOSS BENEFIT

	<u>Option 1</u>
Covered Benefits	Medical, Rx Card
Contract Basis	24/12
Loss Limit Per Individual	\$ 100,000
Maximum Annual Reimbursement	\$ 1,000,000
Rate Per Month	<u>Enrollment</u>
Composite	365 \$ 5.84
Estimated Annual Premium	\$ 25,579
Rate(s) includes Commissions of	10.00%
Annual Aggregate Deductible	\$ 3,314,678
Minimum Aggregate Deductible	\$ 3,314,678
Monthly Aggregate Claim Factors	<u>Enrollment</u>
<u>Medical, RxCard</u>	
Single	316 \$ 585.01
Family	49 \$ 1,864.49

Insured: **City of Panama City Beach**
Claims Administrator: **Blue Cross Blue Shield of Florida**
Underwriter: **Joe Tuohey**

Proposal #: **118575**
Proposal Date: **10/06/2022** Valid Through: **01/11/2023**
Effective Date: **01/01/2023** Expiration: **12/31/2023**

OVERALL COST SUMMARY

	<u>Option 1</u>
Total Annual Fixed Costs	\$ 753,426
Variable Costs	\$ 3,314,678
Maximum Annual Liability	\$ 4,068,104

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

- Specific Advance is included.
- This proposal assumes duplication of the current plan design and continuing utilization of the existing BCBS PPO network.
- This proposal is based on covering Retirees. Medicare will be primary for retirees age 65 and older, regardless of whether or not the person has enrolled in all parts of Medicare when eligible .
- A signed plan document must be received and accepted by the Carrier within 90 days of the effective date or the stop loss policy is not valid.
- Aggregate terms are based upon paid claim and enrollment information through 8/31/2022.
- In addition to the base commission identified herein, additional compensation and/or non-cash payments may be paid and/or awarded to a licensed producer based upon achievement of certain thresholds such as premium volumes, persistency, etc.
- A complete 12 month aggregate report is required within 20 days of the conclusion of the prior policy period. Recalculation of aggregate factors will be required retroactive to the effective date if it is determined that the average of the last two (2) months of aggregate claims exceed the average of the first ten (10) months by 10% or more.
- Vendor fees for negotiations of any claim greater than \$15,000 are subject to carrier review. Failure to provide this data will result in claim denial of vendor fees.
- Vendor fees are limited to 25% of true savings.
- Proposal is based on a minimum of 75% participation of "net" eligible employees. "Net eligible" is total eligible employees minus those eligible employees with credible coverage elsewhere.
- For any claimant on a transplant list or being evaluated for a transplant, please provide network and facility selected and case rate for transplantation if already negotiated.
- This proposal assumes there are no claimants currently inpatient due to Covid-19. If this is incorrect, please provide a list of claimants including the date of admission
- For benefits paid to any licensed New York State Provider: Surcharge payments made directly to the HCRA pool are covered, additional assessments and surcharges paid are not considered eligible expenses under the stop loss coverage. MA state surcharges are covered.
- Quote assumes that any city/municipality or school district waives its rights under any state legislation and considers our bid with terms, conditions and contingencies.
- This quote assumes anyone who is Medicare Primary has all parts, including but not limited to Parts A, B and D. If this is not correct we will need to re-rate or evaluate anyone who is listed as Medicare primary.
- **Office of Foreign Assets Control (OFAC) Disclosure Notice**
This proposal, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specially Designated Nationals or Blocked Persons" list as maintained by OFAC.
- This is a firm proposal that will expire after 10/14/2022.
- THIS PROPOSAL INCLUDES A NO NEW LASER WITH A MAXIMUM RATE CAP of 50% AT RENEWAL.

Initial next to the selected proposal option:

Option 1

Specific _____
Aggregate _____

The Premium and Aggregate Deductible are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____
Agent of Record or Administrator

This proposal expires if applications are not requested before the void through date.

ONE80 INTERMEDIARIES

Instructions for Completing the Attached Disclosure Form

HIPAA Privacy permits the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of “health care operations”. One80 Intermediaries and the Carrier (hereinafter “we” or “us”) shall use the information provided solely for the purpose of evaluating the acceptability of this risk and shall not disclose any PHI collected except in performing this risk evaluation.

We will rely upon the information provided on the attached disclosure form, which will become part of the application for stop loss coverage. The purpose of the form is to allow us to take underwriting action on all known individuals in the categories listed below. It is the Plan Sponsor’s responsibility, either directly or through their designated representative to accurately report all claims known as of the date of this disclosure by making a thorough review of all applicable records. Such records shall include historical claim reports, disability records, payroll records, current information from administrators, insurers, utilization management companies, case management companies, managed care companies and any Agent/Broker of the Plan Sponsor. In exchange we will accept the liability for any truly unknown claimants. The attached disclosure form must be completed and signed by the appropriate parties.

Upon receipt of the completed disclosure, we will assess all data, new and previously reported, and will inform the producer in writing of any changes to the rates, factors or terms of coverage. We reserve the right to rescind the proposal in its entirety based upon a review of all information submitted during the proposal process.

When completing the form, remember that Plan Participants may include those on short or long-term disability, COBRA, FMLA, leave of absence, extension of benefits, sick time, vacation time or retirees covered under the plan and for whom coverage is requested in the quote, *and also individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past.* List on the disclosure form all Plan Participants who are known to meet any of the following criteria:

1. Currently confined to a Medical Facility, or who have been pre-certified for same within the last 90 days.
2. Have received medical services during the past twelve (12) months, the cost of which exceeds to the lesser of, 50% of the lowest Specific Deductible/Retention applied for or \$50,000, and for which the bills have been received by the Claims Administrator and entered into their claims system.
3. Have been identified as a candidate for Case Management and/or as having the potential to exceed the lesser of 50% of the lowest Specific Deductible/Retention applied for or \$50,000 during the policy period.
4. Have been diagnosed within the past 12 months with a condition represented by any of the ICD-10 codes contained in the attached list and have also incurred charges of \$5,000 or more during the same period.

If the Plan Sponsor fails to disclose any Participant known to fall into one of the above categories, either intentionally or because a thorough review of all records was not conducted, then the coverage proposed may be re-evaluated and Participants not disclosed may be individually underwritten retroactively to the effective date. We reserve the right to terminate or limit the Participant’s participation in the Policy, change or modify the Premium Rates or Specific Deductible Amount(s), or adjust the terms of the Specific or Aggregate coverage quoted.



ONE80 INTERMEDIARIES Disclosure Form

Claimant	DOB	Status	Diagnosis	Prognosis	Most Recent DOS	Claims Paid in Last 12 months	Pended, Denied, and Pre-Authorized Claims During The Past 12 Months
		<input type="checkbox"/> Employee <input type="checkbox"/> Dependent <input type="checkbox"/> COBRA					
		<input type="checkbox"/> Employee <input type="checkbox"/> Dependent <input type="checkbox"/> COBRA					
		<input type="checkbox"/> Employee <input type="checkbox"/> Dependent <input type="checkbox"/> COBRA					
		<input type="checkbox"/> Employee <input type="checkbox"/> Dependent <input type="checkbox"/> COBRA					
		<input type="checkbox"/> Employee <input type="checkbox"/> Dependent <input type="checkbox"/> COBRA					

The Plan Sponsor named below represents that the above list accurately discloses all potentially catastrophic claimants in accordance with the instructions attached to this form and that it is the result of a diligent search in accordance with those instructions. *Such disclosure includes, but is not limited to, those individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past.* The Plan Sponsor recognizes that if the Plan Sponsor fails to disclose any Participant known to fall into one of the categories set forth in the instructions attached to this form, either intentionally or because a thorough review of all records was not conducted, then the coverage proposed may be re-evaluated and Participants not disclosed may be individually underwritten retroactively to the effective date. We reserve the right to terminate or limit the Participant's participation in the Policy, change or modify the Premium Rates or Specific Deductible Amount(s), or adjust the terms of the Specific or Aggregate coverage quoted.

Plan Sponsor: _____

Claims Admin: _____

Agent/Broker: _____

Signature: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

ICD-10-CM Diagnosis Codes for Disclosure Notification

Please list all Plan Participants who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

A00-B99 Certain Infectious and Parasitic Diseases

A40 Streptococcal sepsis
A41 Other Sepsis
B15-B19 Viral hepatitis
B20 Human immunodeficiency virus [HIV] disease

C00-D49 Neoplasms

C00-C96 Malignant neoplasms
D46 Myelodysplastic syndromes

D50-D89 Diseases of the Blood and Blood-Forming Organs & Disorders involving the Immune Mechanism

D57 Sickle-cell disorders
D59 Acquired hemolytic anemia
D60-D64 Aplastic and other anemias
D65-D69 Coagulation defects, purpura and other hemorrhagic conditions
D70-D77 Other diseases of blood and blood-forming organs
D80-D89 Certain disorders involving the immune mechanism

E00-E89 Endocrine, Nutritional and Metabolic Diseases

E10-E13 Diabetes mellitus
E15-E16 Other disorders of glucose regulation and pancreatic internal secretion
E65-E68 Obesity and other hyper alimentation
E70-E89 Metabolic disorders

F01-F99 Mental, Behavioral and Neurodevelopmental Disorders

F10.1 Alcohol Abuse
F11.1 Opioid Abuse
F20 Schizophrenia
F31 Bipolar Disorder
F32.3 Major depressive disorder, single episode, severe with psychotic feature
F33.1-F33.3 Major Depressive Disorder, recurrent
F84.0 Autistic Disorder
F84.2 Reye's Syndrome
F84.5 Asperger's syndrome

G00-99 Diseases of the Nervous System

G00 Bacterial Meningitis
G04 Encephalitis Myelitis and Encephalomyelitis.
G06-G07 Intracranial and intraspinal abscess and granuloma
G12.21 Amyotrophic Lateral Sclerosis
G35 Multiple Sclerosis
G36 Other Acute Disseminated Demyelination
G37 Other Demyelinating disease of central nervous system
G82.5 Quadraplegia
G83.4 Cauda Equina Syndrome
G92 Toxic Encephalopathy
G93.1 Anoxic Brain Injury

I00-I99 Diseases of Circulatory System

I20 Angina Pectoris
I21.09-I22 Acute myocardial infarction
I24 Acute and Subacute Ischemic Heart Disease
I25 Chronic ischemic heart disease
I26 Pulmonary embolism
I27 Other pulmonary heart disease
I28 Other diseases of pulmonary vessels
I33 Acute & Subacute Endocarditis
I34-I38 Heart Valve Disorders
I42-I43 Cardiomyopathy
I44-I45 Conduction Disorders
I46 Cardiac Arrest
I47-I49 Cardiac Dysrhythmias
I50 Heart Failure
I60-I61 Subarachnoid Hemorrhage/Intercerebral Hemorrhage
I63 Cerebral infarction
I65.8-I66 Occlusion of Precerebral/Cerebral Arteries
I67 Other cerebrovascular disease
I70 Atherosclerosis/Aortic Aneurysm

J00-J99 Diseases of Respiratory System

J40-J44 Chronic Obstructive Pulmonary Disease (COPD)
J84.10-J84.89 Post-inflammatory Pulmonary Fibrosis
J98.11-J98.4 Pulmonary Collapse/Respiratory Failure

K00-K95 Diseases of Digestive System

K22 Esophageal obstruction
K25-K28 Ulcers
K31 Other diseases of stomach & duodenum
K50 Crohn's disease
K51 Ulcerative colitis
K55-K64 Diseases of intestine
K65-K68 Diseases of peritoneum & retroperitoneum
K70-K77 Diseases of liver
K83 Diseases of biliary tract
K85-K86 Diseases of pancreatitis
K90-K95 Other diseases of digestive system/Complications of bariatric procedures

M00-M99 Diseases of Musculoskeletal System & Connective Tissue

M15-M19 Osteoarthritis
M32 Systemic lupus erythematosus
M34 Systemic sclerosis
M41 Scoliosis
M43 Spondylolysis
M50 Cervical disc disorders
M51 Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders
M72.6 Necrotizing Fasciitis
M86 Osteomyelitis

N00-N99 Diseases of the Genitourinary System

N00-N01	Acute and Rapidly Progressive Nephritic Syndrome
N03	Chronic Nephritic Syndrome
N04	Nephrotic Syndrome
N05-N07	Nephritis and Nephropathy
N08	Glomerular Disorders in diseases classified elsewhere
N17	Acute Kidney Failure
N18	Chronic Kidney Disease (CKD)
N19	Renal Failure, Unspecified

O00-O9A Pregnancy, Childbirth and the Puerperium

O09	High Risk Pregnancy
O11	Pre-Existing Hypertension with Pre-Eclampsia
O14-O15	Pre-Eclampsia and Eclampsia
O30	Multiple Gestation
O31	Other complications specific to Multiple Gestations

P00-P96 Certain Conditions Originating in the Perinatal Period

P07	Disorders of newborn related to short gestation and low birth weight
P10-P15	Birth Trauma
P19	Fetal distress
P23-P28	Other respiratory conditions of newborn
P29	Cardiovascular disorders originating in the perinatal period
P36	Bacterial sepsis of newborn
P52-P53	Intracranial hemorrhage of newborn
P77	Necrotizing enterocolitis of newborn
P91	Other disturbances of cerebral status newborn

Q00-Q99 Congenital Malformations, Deformations and Chromosomal Abnormalities

Q00-Q07	Congenital malformations of the nervous system
Q20-Q26	Congenital Cardiac malformations
Q41-Q45	Congenital Anomalies of Digestive system
Q85	Phakomatoses, not elsewhere classified
Q87	Congenital malformation syndromes affecting multiple systems
Q89	Other Congenital malformations

R00-R99 Symptoms, Signs and Abnormal Clinical and Laboratory Findings, or Not Elsewhere Classified

R07.1-R07.9	Chest Pain
R40-R40.236	Coma
R57-R58	Shock, Hemorrhage
R65.2-R65.21	Severe sepsis

S00-T88 Injury, Poisoning and Certain Other Consequences of External Causes

S02	Fracture of skull and facial bones
S06	Intracranial injury
S07	Crush injury to head
S08	Avulsion and traumatic amputation of part of head
S12-S13	Fracture and injuries of cervical vertebra and other parts of neck
S14.0-S14.15	Injury of nerves and spinal cord at neck level
S22.0	Fracture of thoracic vertebra
S24	Injury of nerves and spinal cord at thorax level
S25	Injury of blood vessels of thorax
S26	Injury of heart
S32.0-S32.2	Fracture of lumbar vertebra
S34	Injury of lumbar and sacral spinal cord and nerves
S35	Injury of blood vessels at abdomen, lower back and pelvis
S36-S37	Injury of intra-abdominal organs
S48	Traumatic amputation of shoulder and upper arm
S58	Traumatic amputation of elbow and forearm
S68.4-S68.7	Traumatic amputation of hand at wrist level
S78	Traumatic amputation of hip and thigh
S88	Traumatic amputation of lower leg
S98	Traumatic amputation of ankle and foot
T30-T32	Burns and corrosions of multiple body regions
T81.11-T81.12	Post-procedural cardiogenic and septic shock
T82	Complications of cardiac and vascular prosthetic devices, implants and grafts
T83-T85	Complications of prosthetic devices, implants and grafts
T86	Complications of transplanted organs and tissue
T87	Complications to reattachment and amputation

Z00-Z99 Factors Influencing Health Status and Contact with Health Services

Z37.5-Z37.6	Multiple births
Z38.3-Z38.8	Multiple births
Z48-Z48.298	Encounter for aftercare following organ transplant
Z49	Encounter for care involving renal dialysis
Z94	Transplanted organ and tissue status
Z95	Presence of cardiac and vascular implants and grafts
Z98.85	Transplanted organ removal status
Z99.1	Dependence on respirator
Z99.2	Dependence on dialysis



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Community Redevelopment Agency

2. MEETING DATE:
October 13, 2022

3. REQUESTED MOTION/ACTION:

Consider and approve Resolution 23-19 authorizing condemnation of property owned by By The Sea Resorts for the Front Beach Road Segment 4.1 Project.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:
Transportation

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

Dewberry has identified property necessary to accomplish the improvement of Front Beach Road, Segment 4.1. Council has already approved an offer to the landowner in accordance with the appraisal of the property and the City's adopted incentive schedule, which has not been accepted by the owner. As such, staff requests the Council authorize condemnation of the property.

[Res 23-19.Condemnation.FBR.Seg 4.1.By the Sea Resorts.pdf](#)
[FBR41 BTS legals.pdf](#)

RESOLUTION NO. 23-19

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE ACQUISITION OF THAT CERTAIN PROPERTY LOCATED ALONG FRONT BEACH ROAD BETWEEN LULLWATER DRIVE AND POWELL ADAMS ROAD IN THE CITY FOR THE FRONT BEACH ROAD SEGMENT 4.1 RIGHT OF WAY IMPROVEMENT PROJECT; MAKING FINDINGS OF FACT, PUBLIC PURPOSE AND NECESSITY; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY, IF NECESSARY, BY EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the CITY OF PANAMA CITY BEACH, (the "CITY") is authorized by Chapter 166, Florida Statutes to condemn all necessary lands and property for the purpose of securing and utilizing transportation rights-of-way; and

WHEREAS, the CITY may acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings, as the City may deem necessary for any of the purpose of the Municipal Home Rule Powers Act, including, but not limited to, any lands reasonably necessary for expansion, construction, operation and maintenance of public streets and roads; and

WHEREAS, Front Beach Road is a key east-west connector providing access from State Road 79 to State Road 392A and US Highway 98; and

WHEREAS, the City finds that the expansion and improvement of the rights-of-way along Front Beach Road (between Lullwater Drive and Powell Adams Road) (the "Project") is necessary and serves a public purpose to improve the function and appearance of that corridor, and to allow for the installation and construction of sidewalks and additional traffic lanes in a safe and acceptable manner; and

WHEREAS, the CITY has determined that it is necessary, in the public interest, and serves a public purpose to make certain improvements to portions of the Front Beach Road right-of-way, and the City has determined that to do so it is necessary, in the public interest, and serves a public purpose that the CITY obtain title to certain portions of land along and adjacent to Front Beach Road in certain parcels of land situate, lying and being in Bay County, Florida, the legal descriptions of each parcel whereof being attached hereto as composite *Exhibit A* (the "Property"), and

WHEREAS, the City finds that the Property is necessary and essential for the realignment, construction, and expansion of the Project, in accordance with the permitting requirements of state and local agencies, and the City determines that acquiring the Property for this Project is necessary and in the best interests of the public, and serves a public purpose; and

WHEREAS, the City, in consultation with the Florida Department of Transportation, has considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that acquiring said property is necessary and in the best interests of the public, and all other conditions precedent to acquiring said parcels have been met, including, but not limited to, notifying appropriate state and local agencies that governmental permits have been obtained or that there is a reasonable probability that such permits will be obtained; and

WHEREAS, the acquisition of the Property is consistent with the City's Near Term Work Plan adopted by the City Council on September 9, 2021, by Resolution 21-216, and funds have been budgeted for this purpose; and

WHEREAS, the City will pursue the voluntary purchase of the Property, and further has complied, or will have complied before filing a condemnation action, with the provisions of Section 73.015, Florida Statutes, regarding presuit negotiation.

NOW THEREFORE BE IT RESOLVED, for the purposes aforesaid, the City Council finds that:

1. The City Council hereby adopts as true and correct the foregoing Whereas clauses and incorporates them as findings herein.
2. For the purposes aforesaid, it is necessary, practical, and in the best interest of the public and the CITY that the property necessary for the Panama City Beach Front Beach Road CRA Segment 4.1 Right of Way Improvement Project be acquired as fee simple right of way or temporary construction easements, or both, in the name of the CITY over and upon those certain parcels heretofore described in the attached composite Exhibit A. Once acquired, the Property shall be used as transportation right of way for the realignment, improvement and expansion of Front Beach Road, and other municipal purposes.
3. The City, its officers, employees and attorneys, including designated outside counsel, be and are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple right of way, in said land by eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, and otherwise and to prepare, sign, execute,

serve, publish and file in the name of the City, all eminent domain papers, affidavits and pleadings and said attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

4. The City finds and determines that the property identified in Exhibit A is necessary for the public purpose of construction of the roadway project. The City authorizes the acquisition of the property identified and described in Exhibit A attached hereto, and by this reference made a part thereof. The City further authorizes the City Attorney, her staff or designated outside counsel to correct minor errors or scrivener's errors to said descriptions, if any, with regard to the condemnation proceeding without further action of this Council.

5. The City has determined for the purpose of defining the interest in property sought, that at any time whenever the term "fee simple right-of-way" is used in this Resolution, said term shall mean all rights to the subject property being acquired, subject to any abutters' rights to a roadway or other improvements constructed thereon as allowed by law.

6. The City has determined for the purpose of defining the interest in property sought, that at any time whenever the term "temporary construction easement" is used in this Resolution, said term shall mean the occupation and use of the property by the City, its agents and assigns, solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Owner's property with the highway improvements which are to be constructed together with incidental purposes related hereto, until completion of the transportation project,

7. The CRA Manager or his designee is authorized to have the construction plans updated, revised, or corrected, and to utilize such plans in the condemnation action, including committing to said plans, updates, revisions or corrections, without further action of this Council.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

BY: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXHIBIT A

Parcel 108:

15328 FRONT BEACH ROAD – REQUIRED RIGHT OF WAY

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HILLS ROAD (FIFTH STREET PLAT) AND THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 AND PROCEED NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF HILLS ROAD, FOR A DISTANCE OF 24.90 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED SOUTH 03 DEGREES 25 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 30.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 98; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING. CONTAINING 218.928 SQUARE FEET.

Parcel 109:

15400 FRONT BEACH ROAD – REQUIRED RIGHT OF WAY

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HILLS ROAD (FIFTH STREET PLAT) AND THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 AND PROCEED NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98, FOR A DISTANCE OF 17.81 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 62 DEGREES 35 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.67 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF HILLS ROAD; THENCE SOUTH 31 DEGREES 41 MINUTES 24 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 29.86 FEE TO THE POINT OF BEGINNING. CONTAINING 265.843 SQUARE FEET.

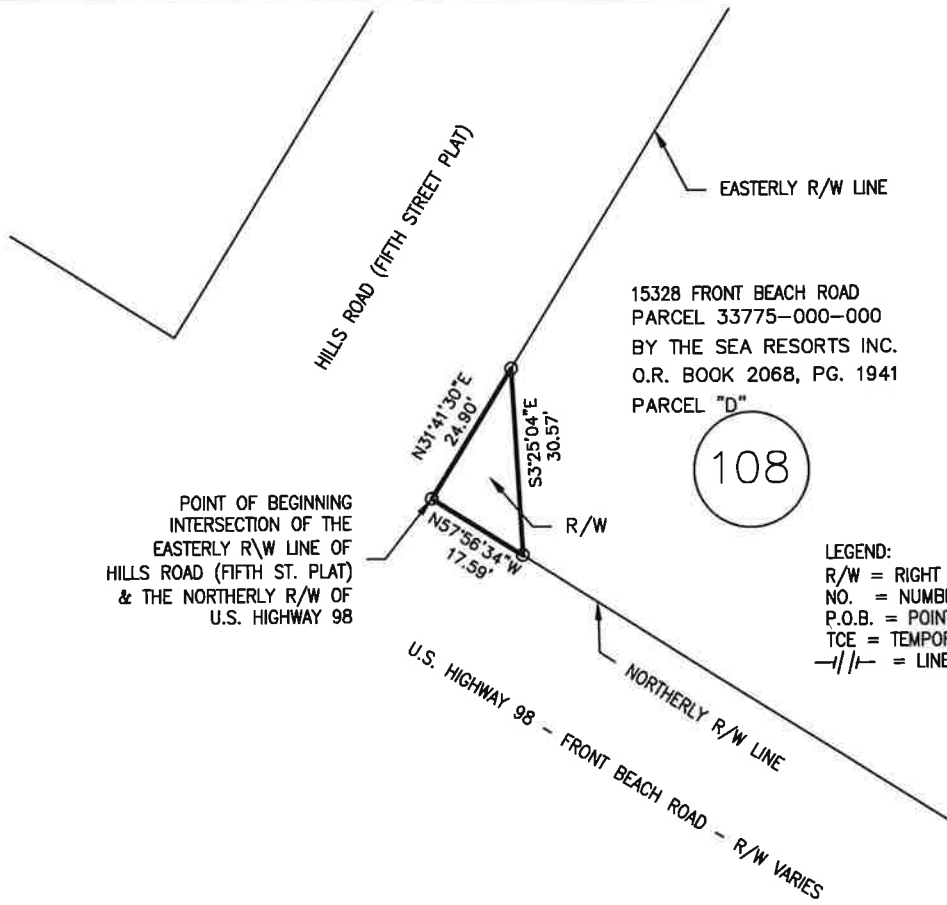
15405 & 15325 FRONT BEACH ROAD – TEMPORARY CONSTRUCTION EASEMENT
(WEST PARCEL) (704)

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK "D", EDGEWATER BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 34.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 6.70 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 34.10 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 6.70 FEET TO THE POINT OF BEGINNING; CONTAINING 228.629 SQUARE FEET.

(EAST PARCEL) (703)

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK "D", EDGEWATER BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 40.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 7.09 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 34.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 6.87 FEET; THENCE NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 34.10 FEET TO THE POINT OF BEGINNING; CONTAINING 238.095 SQUARE FEET.

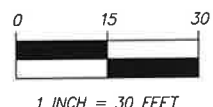
Drawing name: M:\50104121_PCB_CRA Phase 4.1\Survey.dwg\TCE\50104121_TCE.dwg 15328 May 17, 2021 1:16pm by: mhurst



LEGEND:
 R/W = RIGHT OF WAY
 NO. = NUMBER
 P.O.B. = POINT OF BEGINNING
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 -||- = LINE NOT TO SCALE

15328 FRONT BEACH ROAD - REQUIRED RIGHT OF WAY

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1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE PROPERTY.
2. THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.

DAVID JON BARTLETT, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4018

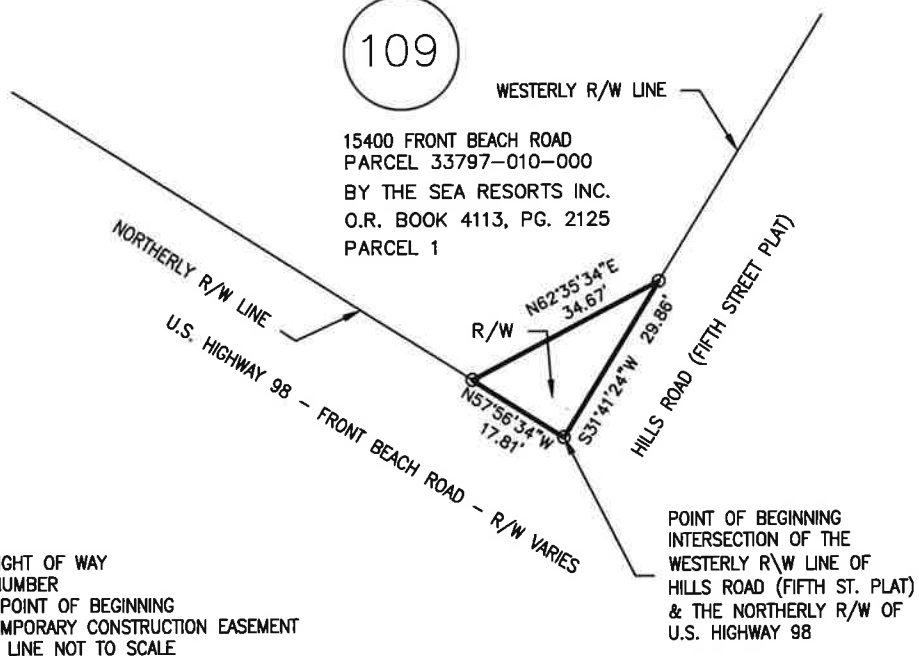


DEWBERRY ENGINEERS INC.
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 850.522.0644 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
REQUIRED R/W		06/18/2020	50104121
15328 FRONT BEACH ROAD		BY:	
CITY OF PANAMA CITY BEACH		DJB	
BAY COUNTY, FLORIDA		APPROVED BY:	S1
FB/PG. NA.	FLD DATE: NA	SCALE: 1"=30'	JG

Drawing name: M:\50104121_PCB_CRA Phase 4.1\Survey dwg\TCE\50104121_TCE.dwg 15400 May 17, 2021 1:17pm by: mhurst

109



LEGEND:
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POINT OF BEGINNING INTERSECTION OF THE WESTERLY R/W LINE OF HILLS ROAD (FIFTH ST. PLAT) & THE NORTHERLY R/W OF U.S. HIGHWAY 98

15400 FRONT BEACH ROAD – REQUIRED RIGHT OF WAY

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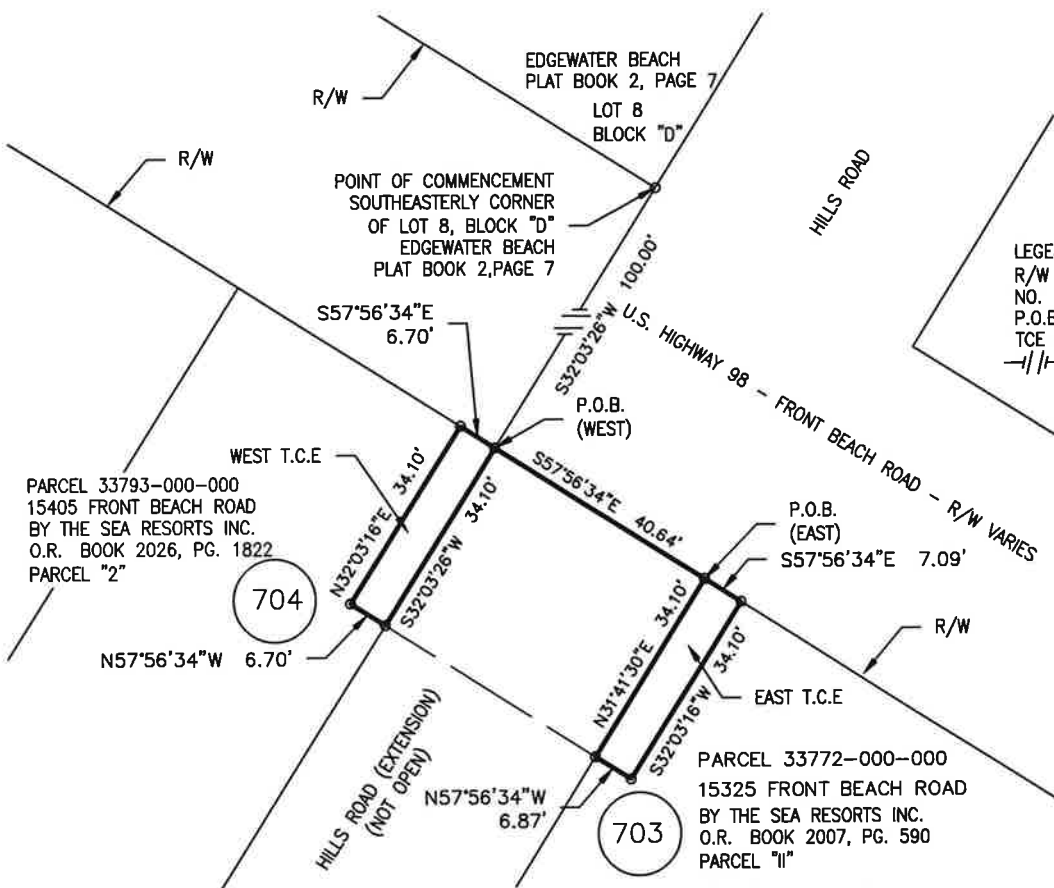
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DAVID JON BARTLETT, P.S.M. DATE SIGNED
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SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
REQUIRED R/W		06/18/2020	50104121
15400 FRONT BEACH ROAD		BY:	
CITY OF PANAMA CITY BEACH		DJB	
BAY COUNTY, FLORIDA		APPROVED BY:	S1
FB/PG. NA.	FLD DATE: NA	SCALE: 1"=30'	JG

Drawing name: M:\50104121_PCB_CRA_Phase 4.1\Survey dwg_TCE\50104121_TCE.dwg 15325-15405 Jun 09, 2021 10:42am by: mhurst



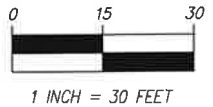
15405 & 15325 FRONT BEACH ROAD - TEMPORARY CONSTRUCTION EASEMENT (WEST PARCEL) (704)

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DAVID JON BARTLETT, P.S.M. DATE SIGNED
PROFESSIONAL SURVEYOR & MAPPER No. LS4018

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CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION			DRAWING DATE:	PROJECT NO.
TEMPORARY CONSTRUCTION EASEMENT 15325 & 15405 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH BAY COUNTY, FLORIDA			06/18/2020	50104121
BY:			DJB	S1
APPROVED BY:			JG	
FB/PG: NA.	FLD DATE: NA	SCALE: 1"=30'		



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 23-20 authorizing the purchase of two (2) chiller units under cooperative purchase (piggyback) from OMNIA Partners, specifically Region 4 Education Service Center (ESC) contract #R200401.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

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

The chiller units located at the Police Department and the Public Services Building on the City's main campus have been problematic from inception. Both units have frequently been out of service, leaving the buildings without heat or air at critical times. Working conditions are not acceptable for City staff when these units are out of service nor is the environment pleasant for the public using these buildings at those times. Staff recommends a cooperative purchase to replace both chiller units from Daikin Applied Americas, Inc., under OMNIA Partners, specifically Region 4 Education Service Center (ESC) contract #R200401. The total cost for both chiller units is \$285,576.57.

[Res 23-20.Piggybacking Purchase of 2 Chiller Units.pdf](#)

[City of Panama City Beach \(2\) Chiller Replacements__DAA Turnkey V3_2022-08-29 \(OMNIA 317137\).pdf](#)

[R200401_Daikin_Signed Contract.pdf](#)

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DAIKIN APPLIED AMERICAS, INC., FOR THE TURNKEY REPLACEMENT OF TWO CHILLERS IN THE AMOUNT OF \$285,576.57.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Daikin Applied Americas, Inc., relating to the purchase and installation of replacement chillers at the Police Department and Public Works Buildings, in the amount of Two Hundred Eighty-Five Thousand, Five Hundred Seventy-Six Dollars and Fifty-Seven Cents (\$285,576.57) in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

DAIKIN, OMNIA PUBLIC PROJECT PROPOSAL



City of Panama City Beach (2) Chiller Replacements

17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

Proposal #: Q-00101560
License #: CAC1820360
Certified Proposal #: R200401-FL-317137
OMNIA Membership #:5325381

OMNIA[®]
P A R T N E R S

Prepared for:

Sophia Jackson
Maintenance Supervisor
City of Panama City Beach
8/16/2022

Prepared by:

Anthony 'Spence' Corrao
Account Executive
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Project proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to provide the following turnkey chiller replacement as described in the scope of work below.

City of Panama City Beach (2) Chiller Replacements

Police Dept. Chiller Replacement

17115 Panama City Beach Parkway, Panama City Beach FL.

Chiller Model Number Being Replaced: QTC3055

Chiller Serial Number Being Replaced: 1153116541063

- Daikin Applied will pull necessary permits required to complete the following.
- Lock out and tag out Quantech chiller per the Daikin safety protocol.
- Close chilled water valves and drain vessel.
- If chiller isolation valves do not hold, they will need to be replaced on a separate proposal.
- Disconnect electrical and chilled water piping from existing chiller.
- Provide demo and rigging to remove existing chiller from jobsite.
- Provide and install (1) 60-ton AGZ060E 460V 3 phase Daikin air cooled scroll chiller.
Chiller options included listed below.
 - Hot Gas Bypass
 - Low ambient controls
 - Across-the-line starter
 - Single layer evaporator insulation (3/4" per layer)
 - Microchannel condenser coils
 - Epoxy condenser coil coating for corrosion protection
 - Hail guards for condenser coil and base frame
 - Factory freeze protection
 - Single point power with disconnect
 - HSCCR 65kA short circuit rating
 - Phase & under/over voltage protection with LED indicators
 - BACnet communication interface kit
 - Factory installed strainer
 - Thermal dispersion flow indicator
 - New chiller exterior casing and piping to be field coated with HVAC ARMOR protective coating.
- Set new chiller on existing pad and provide piping and electrical modifications to connect new chiller.
- Provide thermometers, test ports, pressure gauges and flex connectors as needed.
- Provide and install pipe stands as needed.
- Backfill new chiller piping and check for leaks.

- Insulate new piping with foam glass insulation and metal jacket.
- Perform startup on chillers.
- 10-year chiller parts labor and refrigerant warranty included in the price of this project.
- 1 year warranty on pipefitting and electrical work performed.

Public Works Dept. Chiller Replacement

116 Arnold Rd. Panama City Beach Fl

Chiller Model Number Being Replaced: QTC3055

Chiller Serial Number Being Replaced: 11551174319757

- Daikin Applied will pull necessary permits required to complete the following.
- Lock out and tag out Quantech chiller per the Daikin safety protocol.
- Close chilled water valves and drain vessel.
- If chiller isolation valves do not hold, they will need to be replaced on a separate proposal.
- Disconnect electrical and chilled water piping from existing chiller.
- Provide demo and rigging to remove existing chiller from jobsite.
- Provide and install (1) 60-ton AGZ060E 460V 3 phase Daikin air cooled scroll chiller.

Chiller options included listed below.

- Hot Gas Bypass
- Low ambient controls
- Across-the-line starter
- Single layer evaporator insulation (3/4" per layer)
- Microchannel condenser coils
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- Set new chiller on existing pad and provide piping and electrical modifications to connect new chiller.
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- Provide and install pipe stands as needed.
- Backfill new chiller piping and check for leaks.
- Insulate new piping with foam glass insulation and metal jacket.
- Perform startup on chillers.
- 10-year chiller parts labor and refrigerant warranty included in the price of this project.
- 1 year warranty on pipefitting and electrical work performed.

**If this project is to be performed on OVERTIME hourly differential rates will be billed as a change order.*

Exclusions

- Control integration
- Test and balance.
- Changing of circuit breakers.
- Changing isolation valves.
- Temporary cooling.
- Anything not listed in scope of work.

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$285,576.57 Two Hundred Eighty Five Thousand, Five Hundred Seventy Six dollars and Fifty Seven cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Sophia Jackson
City of Panama City Beach
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

Site Address:
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final approval by Daikin Applied.

Region 4 Education Service Center (ESC)

Contract #R200401

for

HVAC Equipment, Installation, Services & Related

Products

with

Daikin Applied Americas Inc.

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Daikin Applied Americas Inc., effective October 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between Daikin Applied Americas, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of HVAC Equipment, Installation, Service & Related Products ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R #20-04 for HVAC Equipment, Installation, Service & Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have a reasonable period of time to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph and upon payment for work and materials already performed or furnished, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor for Region 4 ESC will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within a mutual agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other

party receives the notice of cancellation. Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. First Destination and shall be included in all pricing offered unless otherwise clearly stated in writing or as otherwise indicated by Contractor or the applicable manufacturer.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice but in no event later than sixty (60) days from invoice date.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

CONTRACT

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed \$10,000.00.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the

cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract, provided, however, that any purchase order or agreement for the sales of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead negotiated to continue through their completion and payment with the public agencies.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from bodily injury or damage to tangible property to the extent resulting from the negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation

involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

- 31) Marketing. Upon prior written request to and written approval by Contractor, Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC. Any such permission for use provided by Contractor shall terminate upon notice by Contractor or termination of this Agreement.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. "CONSEQUENTIAL DAMAGE" INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Daikin Applied Americas, Inc.

Address 13600 Industrial Park Boulevard

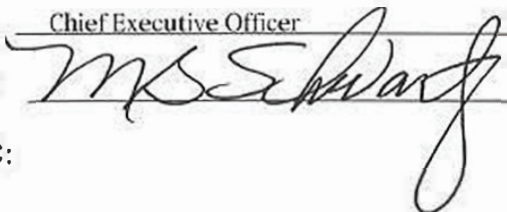
City/State/Zip Minneapolis, Minnesota 55441

Telephone No. 763 553 3550

Email Address duane.rothstein@daikinapplied.com

Printed Name Michael Schwartz

Title Chief Executive Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R200401

Initial Contract Term October 1, 2020 to September 30, 2023


Region 4 ESC Authorized Board Member

8/25/2020
Date

Margaret S. Bass

Print Name


Region 4 ESC Authorized Board Member

8/25/2020
Date

Linda Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
See Following pages for complete list of Exceptions/Proposed Modifications			
		8/24/20 Region 4 accepts exceptions	

Section/Page	Term, Condition or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	To the end of Section 11(a), insert the following sentence, "Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), change "ten (10) days" to "a reasonable time"	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), after "under this paragraph" insert "and upon payment for work and materials already performed or furnished"	
Section 11(b)/Page 24	Termination for Cause	Please delete this section in its entirety. Generally duplicative of Sections 11(a) and 11(d).	
Section 11(c)/Page 24	Delivery/Service Failures	Replace the first sentence with the following, "Failure to deliver goods or services within a mutually agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation. Delete the last sentence "In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred."	
Section 11(e)/Page 24	Standard Cancellation	Replace the third sentence of Section 11(e) with the following, "Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract."	
Section 14/Page 25	Delivery	Revise the first sentence of Section 14 by adding the following to the end of	

		the sentence, "or as otherwise indicated by Contractor or the applicable manufacturer."	
Section 14/Page 25	Delivery	In the last sentence of Section 14, insert "First" before "Destination"	
Section 15/Page 25	Inspection & Acceptance	Revised the first sentence of Section 15 by adding the following to the end of the sentence ", provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure."	
Section 16/Page 24	Payments	To the end of Section 16, add "but in no event later than sixty (60) days from invoice date."	
Section 18/Page 24	Audit Rights	To the end of Section 18, add the following, "Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed \$10,000."	
Section 22/Page 26	Warranty Conditions	To the end of Section 22, add the following, "Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. "	
Section 29/Page 27	Funding out Clause	To the end of section 29 add the following ", provided, however, that any purchase order or agreement for the sale of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead continue through their completion and payment with the public agencies."	

Section 30/Page 27	Indemnity	Revise the first sentence of Section 30 as follows: (i) by inserting “bodily injury or damage to tangible property to the extent directly resulting from” after “resulting from”; and (ii) by inserting “negligent” before “actions of the Contractor”	
Section 34/Page 27	Insert New Section 34, Limitation of Liability	Insert New Section 34 as follows: LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. “CONSEQUENTIAL DAMAGE” INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY’S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM.	
Appendix A, #31, Page 31, Page 65 and National Promotion #10	Marketing	Insert prior to the first sentence the following “Upon prior written request to and written approval by Contractor,” Contractor agrees to allow Region 4 ESC... Add as the last sentence “Any such permission for use to provided by Contractor to Region 4 ESC shall terminate upon notice by Contractor or termination of this Agreement.”	OMNIA Parterns sections
Appendix C, DOC #5, Special Conditions, Section 6/Page 42	Rights to Inventions Made Under a Contract or Agreement	Section 6 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A,	Sales Commitment	Revise Section 2.2 to read as follows, “Supplier commits to the not-to-exceed	

<p>Response for National Cooperative Contract, Section 2.2/Page 57</p>		<p>pricing provided under the Master Agreement for purchases made under the Master Agreement (including its terms and conditions). OMNIA and Region 4 ESC recognize that Contractor may have other group or cooperative purchasing agreements as well as Contractor’s GSA Schedules (“Other Contracts”). In the event such Other Contracts provide to members or purchasers more favorable pricing, Contractor is under no obligation to make such pricing available under the Master Agreement. Additionally, Contractor may have existing contracts with members or purchasers and in those instances, current pricing will not be affected or modified.”</p>	
<p>Appendix D, Exhibit B, Administration Agreement, Section 13/Page 66</p>	<p>Administrative Fee</p>	<p>In the last sentence of Section 13, insert “undisputed” before “paid when due shall bear”</p>	
<p>Appendix D, Exhibit F, FEMA Special Conditions, Section 14/Page 85</p>	<p>Rights to Inventions</p>	<p>Section 14 is stricken in its entirety. Contractor reserves all intellectual property rights.</p>	
<p>Appendix D, Exhibit A, Response for National Cooperative Contract, Section 3.3.L</p>	<p>Contract Sales</p>	<p>Strike this section and replace with, ‘Supplier projects, but does not guarantee, OMNIA contract sales in the first three years of the contract to be: \$55M in year one (CY2021) \$60M in year two (CY2022) \$65M in year three (CY2023)</p> <p>The Administrative Fee shall be calculated as set forth in the Public Sector Administration Agreement, Section 11, per Daikin Applied’s requested revisions below. Explanation: Dodge expects a contraction in non-residential construction permits 2020 – 2022, and although Daikin Applied does not guarantee sales goals, we are optimistic that we can achieve these projected revenue targets.</p>	

<p>Appendix D, Exhibit B, Section 11, Administrative Fee, Reporting and Payment</p>	<p>Administrative Fee</p>	<p>Replace the first sentence of Section 11 with the following, 'An "Administrative Fee" shall be calculated and due to OMNIA Partners, Public Sector from Supplier based on the Administrative Fee Percentage (as defined below) which will be no greater than the lowest fee being paid by any other HVAC contract holders in OMNIA Partners portfolio ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales").'</p>	
<p>Appendix D, Exhibit E, Contract Sales Reporting Template</p>	<p>Sales Reporting</p>	<p>Replace template with Daikin specific reporting template.</p>	
<p>RFP III section 22 page 11</p>	<p>Samples</p>	<p>Delete this section as samples are not available as all equipment is engineered and manufactured to specification requirements.</p>	



Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

**HVAC Equipment, Installation,
Service, & Related Products**

Solicitation Number

20-04



July 14, 2020



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 1 is hereby issued as follows:

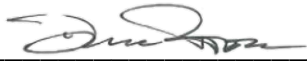
1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, March 24, 2020 @ 2:00 PM Central Time and extended as indicated below and above:
 - Tuesday, April 7, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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(713)-462-7708
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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, April 14, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, May 5, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
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NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 4 is hereby issued as follows:

1. **Proposal Format**: The submission requirement in Section 5 in the “Instructions to Offerors” in this RFP is hereby revised as follows:
 - The requirement for two (2) bound copies is waived.
 - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.
2. **Required Documents**
 - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 5 is hereby issued as follows:

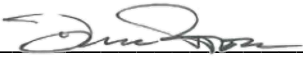
- 1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Thursday, June 18, 2020 @ 10:00 AM Central Time
- 2. Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
 - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 6 is hereby issued as follows:

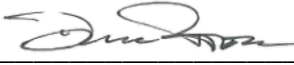
1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, July 14, 2020 @ 10:00 AM Central Time
2. **Approval from Region 4 ESC**: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
 - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature  _____

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

**HVAC Equipment, Installation,
Service, & Related Products**

Solicitation Number

20-04

Tab 3

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this

Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier

may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including

but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR AND/OR
COMMUNITIES PROGRAM MANAGEMENT,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY D/B/A U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause

provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MBS Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550 Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Schwartz, Chief Executive Officer

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: MBS Schwartz Date: April 6, 2020



FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

13. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

14. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

16. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

17.Byrd Anti-Lobbying Amendment.

- c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

f. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Michael Schwartz, Chief Executive Officer
Name and Title of Contractor's Authorized Official

April 6, 2020
Date



18. Procurement of Recovered Materials.

- g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

19. Additional FEMA Requirements.

- k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

Requirements for National Cooperative Contract
Page 89 of 122

I. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

20.DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

21.Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the

contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

22.No Obligation by Federal Government.

- s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23.Program Fraud and False or Fraudulent Statements or Related Acts.

- u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763.553.3550 Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative:  Date: April 6, 2020

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Daikin Applied Americas Inc.

Street: 13600 Industrial Park Boulevard

City, State, Zip Code: Minneapolis, Minnesota 55441

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

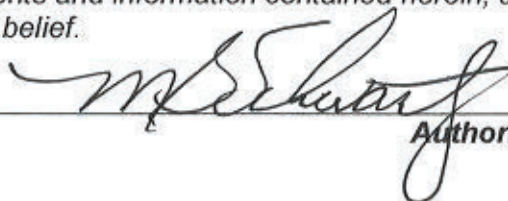
I Michael Schwartz, an authorized representative of Daikin Applied Americas Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Daikin Holdings America Inc.	Via Piani di Santa Maria,72-00040 Ariccia,Roma(Italy)	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

April 6, 2020
Date



Chief Executive Officer
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Daikin Applied Americas Inc.

Street: 13600 Industrial Park Boulevard

City, State, Zip Code: Minneapolis, Minnesota 55441

State of Minnesota

County of Hennepin

I, Michael Schwartz of
the Daikin Applied Americas Inc. Minneapolis
Name City

in the County of Hennepin, State of
Minnesota

of full age, being duly sworn according to law on my oath depose and say that:

I am the Chief Executive Officer of the firm of
Daikin Applied Americas Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Daikin Applied Americas Inc.
Company Name

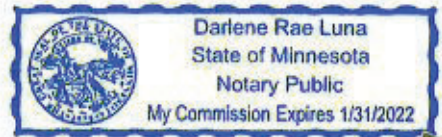
Michael Schwartz
Chief Executive Officer
Authorized Signature & Title

Subscribed and sworn before me

this 6th day of April, 2020

Darlene Luna
Notary Public of Minnesota

My commission expires January 31, 2022



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Daikin Applied Americas Inc.

Street: 13600 Industrial Park Boulevard

City, State, Zip Code: Minneapolis, Minnesota 55441

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

April 6, 2020
Date


_____, Chief Executive Officer
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Subscribed and sworn before me this 6th day of April, 2020

(Notary Public)

My Commission expires:

Handwritten signature of Micheal Schwartz

Micheal Schwartz, Chief Executive Officer (Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: Daikin Applied Americas Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael Schwartz

Signature: _____

Title: Chief Executive Officer

Date: April 6, 2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

see certificate on following page

Certification 3709

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2019** to **15-FEB-2022**

DAIKIN APPLIED AMERICAS INC.
13600 INDUSTRIAL PARK BLVD.
PLYMOUTH MN 55441



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio", is positioned above the printed name.

ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR

CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT

CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT

HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT

PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT

WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR

MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC CORPORATIONS, PUBLIC
DEVELOPMENT AUTHORITIES, RESERVATIONS
AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE
EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO.
29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT
DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD
DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT
COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY
DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT,
OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT,
OR
BANDON CRANBERRY WATER CONTROL
DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT,
OR
BEAVER DRAINAGE IMPROVEMENT COMPANY,
INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
DISTRICT, OR
BEND METRO PARK AND RECREATION
DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT
DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF
POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT,
OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE
DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION
DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY
DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR
CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD
DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT,
OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD
DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR

COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR

DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT,
OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT,
OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY,
OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING
PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE
DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL
DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA
HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE
DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD
DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR

FERN VALLEY ESTATES IMPROVEMENT
DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT,
OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT,
OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT,
OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT,
OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION
DISTRICT, OR
GREATER TOLEDO POOL RECREATION
DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT,
OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT,
OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY,
OR

HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4,
OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE
DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES
IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT,
OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION
DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT
COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT
IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION
DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE
DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE
DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT,
OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL
DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT,
OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS &
RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT,
OR
JOSEPHINE COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT,
OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT,
OR
JUNIPER FLAT DISTRICT IMPROVEMENT
COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT
DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT,
OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE
DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE
DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE
DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL
CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL
ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP,
OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD
DISTRICT, OR

KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE
DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE
AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD
DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL
DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT
DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT,
OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR

LOWER MCKAY CREEK WATER CONTROL
DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT,
OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION
DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT
DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT
CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL
DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY,
OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE
DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION
DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE
DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD
DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY
CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT,
OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR

NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR

OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT,
OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT,
OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT
IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD
DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE
DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT,
OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT
COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH
FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL
ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY,
OR
PISTOL RIVER CEMETERY MAINTENANCE
DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION
DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT,
OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT
DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD
DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR

PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE
DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT,
OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT,
OR
PRINEVILLE LAKE ACRES SPECIAL ROAD
DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT,
OR
QUEENER IRRIGATION IMPROVEMENT
DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY,
OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION
DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT
COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD
DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD
DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT,
OR
RIVER PINES ESTATES SPECIAL ROAD
DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT,
OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER
IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL
DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT,
OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT,
OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD
DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT
DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL
AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT,
OR
SANDY DRAINAGE IMPROVEMENT COMPANY,
OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT
#30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT
COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER
DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION
DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY
DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT,
OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL
DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION
DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE
DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER
DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT
COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERSVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE

TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT, OR
 WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT

MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING &
SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING &
SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE
EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING
ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE
PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE

COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH
SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY
COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU
COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH



Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

**HVAC Equipment, Installation,
Service, & Related Products**

Solicitation Number

20-04

Tab 6

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

April 6, 2020
Date


Authorized Signature & Title CEO



Offeror's Company Name

Daikin Applied Americas Inc.

Appendix C, Doc #1

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Daikin Applied Freedom of Information Act Exemption List

- Tab 2 – Products and Pricing – all pages, all lines
- Tab 4 – Qualifications and Experience – References - pages 10-11, all lines
- Tab 7 – Rep Roster – all pages, all lines
- Tab 7 – Service Office Roster – all pages, all lines
- Tab 7 – Service Who to Contact List – all pages, all lines
- Tab 7 – OMNIA Partners Biz Plan – all pages, all lines

Exception Reasoning

The material set forth herein is deemed to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to Daikin Applied Americas Inc. (hereinafter "Daikin Applied"). In addition, the information contained herein is deemed to constitute trade secrets, confidential operations information, and other confidential commercial and financial data within the meaning of applicable Freedom of Information Acts, the disclosure of which is prohibited by law. This material has not been disclosed to the public, and should not be, since such disclosure could cause competitive harm to Daikin Applied. It is Daikin Applied's expectation that it will be notified by any applicable agency of any request for information pertaining to the materials set forth herein, and that Daikin Applied will be given an opportunity to object to disclosure of the information.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Contact

Daikin Applied Americas Inc.

Signature

13600 Industrial Park Boulevard

Duane Rothstein

Printed Name

Address

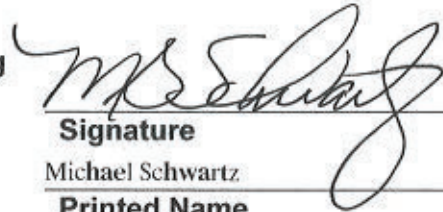
Daikin Applied Americas Inc.

Vertical Market Manager, Government

Position with Company

Minneapolis, Minnesota 55441

**Official
Authorizing
Proposal**



Signature

Michael Schwartz

Printed Name

Phone

763 553 3550

Chief Executive Officer

Position with Company

Fax

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm completed online

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Schwartz, as an authorized representative of

Daikin Applied Americas Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

April 6, 2020
Date



SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimis, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance

for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement].* A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2

C.F.R.
§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael Schwartz, Chief Executive Officer

Name and Title of Contractor's Authorized Official

April 6, 2020

Date



10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor

shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550 Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative:  Date: April 6, 2020

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____
- c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB Yes No
List certifying agency: _____
- d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone Yes No
List certifying agency: _____
- e. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation? Yes No

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

See bond letter on following pages

CHUBB

Chubb
525 W. Monroe, Ste 700
Chicago, IL 60661
USA

O (312) 775-7874
M (312) 273-0790

March 18, 2020

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Subject: Daikin Applied Americas, Inc. - Region 4ESC HVAC 20-04 RFP

To Whom It May Concern:

Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business at 202B Hall's Mill Road, Whitehouse Station, NJ 08889, represents Daikin Applied Americas, Inc. for surety bonding needs.

At the present time, Daikin Applied Americas, Inc. is in a position to consider single projects up to \$60,000,000 within an aggregate limit of \$100,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Daikin Applied Americas, Inc. At the request of Daikin Applied Americas, Inc., Federal Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Daikin Applied Americas, Inc. and Federal Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to Daikin Applied Americas, Inc., third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need addition information, please do not hesitate to contact me.

Sincerely,



Debra C. Schneider, Attorney-In-Fact
Federal Insurance Company

A++ Rating by A.M. Best, Financial Size Category XV



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roeder and Debra C. Schneider of St. Louis, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of July, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 22nd day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016: "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

18th day of March

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT
Telephone (908) 903-3493 Fax (908) 903-3636 e-mail surety@chubb.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 75533-Chubb-20-06

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Daikin Applied Americas Inc.
13600 Industrial Park Boulevard
Minneapolis, MN 55441

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
202B Halls Mill Road
Whitehouse Station, NJ 08889-3454
State of Inc: Indiana

OWNER:

(Name, legal status and address)

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

HVAC Equipment, Installation, Service & Related Products

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2020

(Witness)

Patricia A. Beelman

(Witness)

Daikin Applied Americas Inc.

(Principal)

(Seal)

(Title)

Federal Insurance Company

(Surety)

(Seal)

(Title)

Debra C. Schneider, Attorney in Fact

State of Missouri }
County of St. Louis } ss:

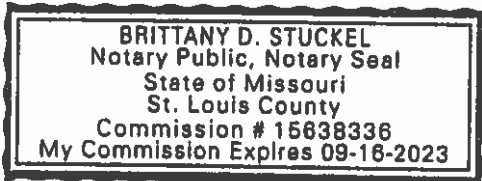
On March 18, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Debra C. Schneider

known to me to be Attorney-in-Fact of Federal Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 16, 2023

Brittany D. Stuckel
Brittany D. Stuckel Notary Public



Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roider and Debra C. Schneider of St. Louis, Missouri

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of July, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 22nd day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of March, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

**HVAC Equipment, Installation,
Service, & Related Products**

Solicitation Number

20-04

Tab 7

DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Limited Warranty: Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority

to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. Warranty Exclusions: Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

12. Limitation on Liability; Indemnity: Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

13. Infringement: Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

14. Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

15. Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

Section I. Equal Employment Opportunity Policy Statement
(41 CFR 60-741.44(a)) and
(41 CFR 60-300.44(a))

Daikin Applied - Plymouth is committed to providing equal employment opportunity to all applicants and employees regardless of their race, creed, color, religion, gender, age, national origin, disability, military service, protected veteran status, genetic information, sexual orientation, gender identity, transgender status, or any other characteristic protected by federal, state or local law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Daikin Applied - Plymouth is further committed to ensuring that employment decisions are based on valid job requirements. In addition, all employment actions, such as recruiting, hiring, training, promotion, compensation, benefits, transfers, layoffs and termination are administered fairly to all persons on an equal opportunity basis, without discrimination on the basis of protected categories named above. Daikin Applied - Plymouth will also provide qualified applicants and employees with disabilities any needed reasonable accommodations, as required by law.

Daikin Applied - Plymouth will not tolerate employees and applicants to be subjected to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunity; or because they opposed any act deemed unlawful.

The Chief Executive Officer supports this affirmative action program and has appointed Lynn Doboszanski, Representative- Human Resource as Daikin Applied - Plymouth's EEO Coordinator. The EEO Coordinator's responsibilities include implementing an internal audit and reporting system to monitor and measure the effectiveness of Daikin Applied - Plymouth's equal employment opportunity efforts and report to executive management on this and any needs for remedial action.

Daikin Applied - Plymouth maintains affirmative action plans for minorities, women, individuals with disabilities and protected veterans. Any questions regarding these plans or the company's equal opportunity policy should be directed to the EEO Coordinator who is responsible for the implementation of the plan. All employees are responsible for supporting the concept of equal employment opportunity and affirmative action, and assisting and cooperating in meeting our plan goals.

If you wish to view the plans for protected veterans and individuals with disabilities, contact Lynn Doboszanski during normal business hours and arrangements will be made for the areas of the plan available for inspection under the law.

Terms & Conditions

DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

- Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.
- Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.
- Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.
- Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.
- Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.
- Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.
- Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.
- Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
- Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.
- Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S

SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. **Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.
12. **Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.
13. **Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.
14. **Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.
15. **Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

DAIKIN APPLIED AMERICAS INC.
d/b/a Daikin Applied
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during

regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that

such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

Terms & Conditions – Contractor Agreement

This CONTRACTOR AGREEMENT (“Agreement”), effective this (**Effective Date**) (“Effective Date”), is made and entered into by and between (**Customer/Owner Name**) (hereinafter “Owner”) and Daikin Applied Americas Inc. (hereinafter “Contractor”).

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party (“Subcontractors”) to provide labor and material, to perform the scope of work described in this proposal (**Proposal Number**) hereto (“**Work**”), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at the (**Customer/Owner Name**), City of (**Project City**), State of (**Project State**) (hereinafter “Property”);

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. Work. Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors (“Subcontractors”) to perform the Work through a Subcontract Agreement.
2. Term of Agreement. Contractor will commence Work on the commencement date (“Commencement Date”). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. Contract Price. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in this proposal (**Proposal Number**) hereto (“Contract Price”), subject to adjustment per mutual agreement of the parties should the scope of Work changes. The Contract Price **does not** include **sales tax**.
4. Change Orders. Owner may issue deductive change orders in writing. Once the Contract Price is adjusted per mutual agreement of the parties, Contractor will comply with them as soon as feasible. Owner may issue proposed additive change orders, and within twenty (20) calendar days thereafter, Contractor will submit a price for the change, supported by a detailed written estimate. Owner and Contractor will then negotiate the price of the change. If the parties reach an agreement, the adjusted and new Contract Price will be incorporated in a written Change Order signed by both parties. If the parties do not reach agreement as to the price of the change, Owner may order Contractor to proceed with the change, and Contractor will promptly do so, so long as the additive change order is not more than three (3) percent of the Contract Price.
5. Relationship of Parties. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
6. Service/Maintenance- If Applicable. In the event Owner, in addition to the services specified above, adds a Service/Maintenance Agreement to the Scope of Services, the following terms shall apply:
 - 6.1. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively “Governmental Regulations”) directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Owner. In this regard, Contractor shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
 - 6.2. The Contract Price stated herein is predicated on the fact that all Work will be done during regular working hours of regular working days unless otherwise specified. If for any reason,

Owner requests that Work be performed other than during regular working hours or outside the scope of Work specified hereunder, Owner agrees to pay Contractor any additional charges arising from such additional Work, including but not limited to premium pay, special freight or other fees or costs associated therewith.

- 6.3. Owner agrees to provide Contractor personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for the Work unless restricted specifically in the quote. Owner agrees to ensure that sufficient service access space is provided. Contractor shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Contractor.
- 6.4. This Agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Owner), negligence of the system by others (including the Owner), failure of the Owner to properly operate the system(s), or other causes beyond the control of Contractor.
- 6.5. In the event that Contractor is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Contractor's control, Owner shall pay Contractor for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Contractor rates for performing such services.
- 6.6. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. Owner shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
- 6.7. In the event that Contractor determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any of Owner's equipment, not sold by Contractor under this Agreement, but covered under the Service/Maintenance Agreement, is in need of repair and/or replacement, Contractor shall inform Owner of the equipment condition and remedy. Contractor shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Owner removes the unacceptable system(s), component(s), or part(s) from this Agreement.
7. Compliance with Laws. Contractor and Owner agree that:
 - 7.1. Contractor accepts sole liability for compliance with all governmental regulations related to Contractor's employees and their employment, including without limitation to such items as workers' compensation insurance coverage, unemployment insurance, social security tax withholdings (FICA), withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standard Act (FLSA) requirements, the Immigration and Control Act of 1986 (IRCA), work safety rules, as such laws and regulations may apply to Contractor's employees in relation to Work at the Property.
 - 7.2. All employees of Contractor assigned to the Property will have their identity and eligibility for work within the United States of America properly verified. Within five (5) days of receipt of a written request from Owner, Contractor shall provide Owner with copies of the I-9 form or such other documentation as may be appropriate or required to satisfy Owner as to Contractor's compliance with IRCA.
 - 7.3. Contractor shall comply with all applicable governmental regulations and laws in the hiring, supervision, and termination of employees.
 - 7.4. Contractor shall provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, sex, age, or disability. Contractor will comply with the equal employment opportunity policies of Owner and with all equal employment opportunity requirements adopted by any governmental authority including the Civil Rights Act of 1964, Executive Orders 11246, 11375 and 11478, and any state fair employment practices act. Contractor will likewise require its subcontractors to comply with all equal employment opportunity requirements.

8. License and Permits. At Contractor's sole expense, Contractor will obtain and maintain, or require its subcontractors to obtain and maintain, any applicable licenses and/or permits as required by applicable laws and regulations in providing the Work.
9. Insurance. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, the insurance as set forth in Contractor's sample certificate of insurance, attached hereto as Exhibit B.
10. Indemnification. The parties' obligation to defend and indemnify is as follows under this Agreement:
 - 10.1. Upon prompt receipt of written notice from Owner, Contractor shall defend, indemnify, and hold harmless Owner, and Owner's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Owner's employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct during the performance of the Work, but only to the extent that the Claims stated above were not caused in any way by the actions of any Subcontractor. Subcontractors, pursuant to the Subcontract Agreement with Contractor, hold their own indemnification obligations toward the Owner.
Notwithstanding Contractor's indemnification obligations under this Agreement, these shall not extend to Claims caused by any act or omission by any architect, engineer, consultant, or project manager retained to perform work in connection with the Property. Architects, engineers, consultants, and project managers shall be required to defend, indemnify or hold harmless Owner pursuant to any agreement for the referenced services.
 - 10.2. Upon receipt of prompt written notice from Contractor, Owner shall defend, indemnify, and hold harmless Contractor and its respective officers, directors, employees, and agents, from those damages, liabilities, claims, demands, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Contractor's employees or any subcontractor thereof) directly caused by a violation of any laws pertaining to Owner's business or any negligence, gross negligence or willful misconduct by Owner during Contractor's performance of the Work.
11. Default.
 - 11.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 11.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
12. Termination. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 - 12.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 - 12.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
 - 12.3. If applicable, a Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; or (ii) by Contractor upon five (5) days prior written notice to Owner, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Contractor's

prior approval. If a Maintenance Agreement is terminated for any reason, other than a material breach by Contractor, Owner shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

13. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.
14. **Workmanship Warranty.** As for Work Contractor performs, Contractor agrees to perform said Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. As for Work Subcontractors perform, or agree to perform, the Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of the Subcontractor.
15. **Equipment Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for McQuay and/or Daikin brand equipment is attached hereto and incorporated herein by this reference.
16. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense. Owner shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Owner's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Owner. Owner shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Contractor shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
17. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
18. **Assignment and Delegation.** Owner may assign this Agreement to Owner's nominee, only with Contractor's prior written consent.

19. Notices. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor: **Daikin Applied Americas Inc.**
Attn: Legal Department
13600 Industrial Park Blvd.
Plymouth, MN 55340
Attn: Legal Dept.

If to Owner: **(Customer/Owner Name)**
(Customer Address 1)
(Customer Address 2)

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

20. No Waiver. Failure of Owner at any time to require performance by Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Owner of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
21. Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.
22. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).
23. Miscellaneous.
- 23.1. No Liens. Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Contractor's performance of the Work; provided, however, nothing herein shall be construed to limit or abridge Contractor's or Subcontractor's right to assert and enforce a mechanic's lien to the extent of nonpayment hereunder.
- 23.2. Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder, other than the obligation to pay, shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any Subcontractor, materialman, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.
- 23.3. Modifications. No modifications or alterations shall be made to this Agreement unless reduced in writing and signed by Contractor and Owner.
- 23.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Owner agrees that this Agreement is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Owner, all of which additional or conflicting terms and conditions are hereby rejected by Contractor. Further, Owner acknowledges and agrees that any other terms such as those which may be included in future purchase order issued by Owner in accordance with this Agreement, will only establish payment authority for Owner's internal accounting purposes. Any such purchase order will not be considered by Contractor to be a counteroffer,

amendment, modification, or other revision to the terms of this Agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

CONTRACTOR
Daikin Applied Americas Inc. dba
Daikin Applied

OWNER
(Customer/Owner Name)

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

License No. _____



To: **All Daikin Applied Preferred Customers**
 Subject: **Prepay Discounts**

Dear Preferred Customer,

We are happy to offer a very attractive Prepay Discount Option to our preferred customers. Prepay discounts are an excellent opportunity for your company to increase it's bottom line by reducing the costs of your HVAC purchases. (see discount schedule below)

Anticipated Discount Schedule as of 6/1/2018

Lead Time	Prepay Discount	Lead Time	Prepay Discount
* Time of shipment	0.5%		
2 weeks	0.6%	14 weeks	1.3%
4 weeks	0.7%	15 weeks	1.4%
5 weeks	0.8%	16 weeks	1.4%
6 weeks	0.8%	17 weeks	1.5%
7 weeks	0.9%	18 weeks	1.5%
8 weeks	1.0%	19 weeks	1.6%
9 weeks	1.0%	20 weeks	1.7%
10 weeks	1.1%	21 weeks	1.7%
11 weeks	1.1%	22 weeks	1.8%
12 weeks	1.2%	23 weeks	1.8%
13 weeks	1.3%	24 weeks	1.9%

Discounts calculated at the rate of 3% per annum plus 1/2 of 1% for payment at time of shipment.

Discounts allowed only for jobs that are prepaid 100%.

Maximum allowable anticipated discount is 3%.

* If prepay is not an option for this purchase, don't forget about our .5% discount at time of shipment. Our terms are payment at time of shipment but we will allow our preferred customers up to ten days from ship date for Daikin Applied to receive the check and up to 15 days from ship date for our Canadian customers. In most cases this will allow you to see the goods before cutting the check. Discount rates shown are subject to change without notice.

All in all, you have two great options to significantly increase your bottom line. Please contact your Daikin Applied Sales Representative or your Daikin Applied Financial Service Representative for more information regarding these discount options.

Sincerely,
 Patrick Middleton
 Sr. Director of Financial Services
 Daikin Applied

Daikin Applied
 World Headquarters
 13600 Industrial Park Boulevard
 Minneapolis, MN 55441
 763-553-5330



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

October 13, 2022

3. REQUESTED MOTION/ACTION:

It is requested that the City Council appoint a Planning Board Chairman for the upcoming year, by motion. The current Chairman is Mr. Josh Wakstein and the current Vice-Chairman is Mr. Jason Morehouse.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development

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

Section 8.03.02.C of the Land Development Code requires the City Council to appoint the Chairman of the Planning Board each year. The roster of Planning Board members is attached.

[Planning Board Roster.09.16.2022.council packet.pdf](#)

[LDC Appointment Requirement.pdf](#)

PLANNING BOARD

Regular Meeting 2nd Wednesday at 1:00 p.m.

4-year terms

Chair chosen annually by City Council

Vice Chair chosen by the Board

School Board Member-Non-Voting, No Compensation

Member

Josh Wakstein (Chair)

Jason Morehouse (Vice Chair)

Zachery Coleman

Ryan Houk

Reginald Johns

Ethan Register

David Scruggs

School Board Member

Lee Walters or Asst. Sharon Smith

Staff - Advisory

Mel Leonard

Andrea Chester

Term Ending

9/30/24

09/08/2026

Reappointed on 09/08/2022

09/08/2026

Reappointed on 09/08/2022

(Appointed to Patrick Hodges vacant seat on 03/24/2022. Mr. Hodges resigned his seat on 03/09/2022)

9/30/24

Appointed on 09/22/2022

(Appointed to Eric Simmon's seat who resigned on 09/14/2022)

9/30/24

09/08/2026

Reappointed on 09/08/2022

(Appointed to Mark Caron's vacant seat on 01/27/2022. Caron resigned his seat on 12/07/2021)

09/08/2026

Reappointed on 09/08/2022

8. Decision-Making and Administrative Bodies

- D. When any vacancy occurs, the City Council shall appoint a new member to serve the unexpired term of the member whose death, resignation, incapacity or removal creates the vacancy.

8.02.05 Quorum

For the purpose of transacting business at any meeting, a majority of the Board members shall constitute a quorum. Any action of the Board shall require the majority of the quorum.

8.03.00 PLANNING BOARD**8.03.01 Authority**

The Planning Board, which was originally established pursuant to Ordinance No. 200A, adopted on July 28, 1977, as amended, is hereby confirmed and continued.

8.03.02 Membership and Terms

- A. The Planning Board shall consist of seven (7) members who shall be appointed by the City Council and who shall be entitled to receive such compensation as the City Council may determine.
- B. The members shall serve staggered terms of four (4) years each, with three (3) or four (4) new members appointed every two (2) years, alternatively.
- C. The chairman of the Planning Board shall be appointed by the City Council annually.
- D. When any vacancy occurs on the planning board, the City Council shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.
- E. Any member of the Planning Board may be removed by the City Council for good cause shown, but only upon request to the council of a majority of the members of the board. Any such request shall be made by an official letter from the planning board to the City Council, stating the facts of the case and requesting removal of the member for cause. Removal shall create a vacancy which shall be filled as provided in subsection D.
- F. In addition to the foregoing members, the *City Manager* shall serve as an ex officio member of the Planning Board. He shall not be entitled to vote and shall not be included in the determination of a quorum.
- G. In addition to the foregoing members, a representative of the Bay County School Board, a representative of Naval Support Activity Panama City and a representative of the Airport Authority for the Northwest Florida Beaches International Airport shall serve as an ex officio member of the Planning Board. He/she shall not be entitled to vote and shall not be included in the determination of a quorum.