

PANAMA CITY BEACH CITY COUNCIL

AGENDA

NOTE: 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 AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

MEETING DATE: FEBRUARY 14, 2019
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – VICE-MAYOR CHESTER
- III. PLEDGE OF ALLEGIANCE – VICE-MAYOR CHESTER
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JANUARY 24, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CHESTER
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 KEY TO THE CITY PRESENTATION TO MS SHERRY SWARTOUT, FORMER CIVIL SERVICE COMMISSION MEMBER
 - 3 HOMETOWN HEROES – HURRICANE MICHAEL
- VIII. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 19-54, BID AWARD – MINI EXCAVATOR PURCHASE.** *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with United Rentals in the amount of \$41,635 for the purchase of a mini excavator; and providing an immediately effective date.”*
 - 2 **RESOLUTION 19-55, BID AWARD- SOIL CONDITIONING CHEMICALS PURCHASE.** *“A Resolution of the City of Panama City Beach, Florida approving the purchase of Soil Conditioning Chemicals from Southeastern Turf Grass Supply, Inc. for \$96,864; and providing an immediately effective date.”*
 - 3 **RESOLUTION 19-61, TASK ORDER NO. 2 TO THE MASTER SERVICES AGREEMENT WITH GORTEMOLLER ENGINEERING, INC. RELATING TO BAY PARKWAY ENGINEERING SERVICES.** *“A Resolution of the City of Panama City Beach, Florida, approving a Task Order in a lump sum amount of \$174,630 for Bay Parkway Utility Design and Limited Construction Administration, Inspection and Certification Services.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	KJ	SHOREWALK SUBDIVISION PLAT APPROVAL, <u>PUBLIC HEARING.</u>
2	PRC	APPOINTMENT TO THE HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE.

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE

WWW.PCBGOV.COM .

**THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE
"CITY OF PANAMA CITY BEACH-GOVERNMENT".**

NOTE: ONE OF 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 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 (1995)

DRAFT MINUTES

The 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, held on January 24, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 a.m. with all Councilmen, the City Manager, City Clerk and City Attorney present.

Councilman Casto gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting January 10, 2019 were read. **Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman McConnell requested to add a discussion of after-action review of the Hurricane Michael. There were no objections.

PRESENTATIONS

1 **KEEP PCB BEAUTIFUL CERTIFICATION.** Councilman Casto introduced Joan Weatherford, President of Keep PCB Beautiful, and her group of volunteers. A representative from the National Keep America Beautiful presented the group with their certification. The audience responded with applause.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 9:14 a.m. and invited comments. There were none. He closed the Public Comments at 9:14 a.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Items by title.

1 RESOLUTION 19-41, MARDI-GRAS PARADE ROAD CLOSURES. “A Resolution authorizing temporary closure of portions of certain roads internal to Pier Park to permit the Panama City Beach Mardi Gras and Music Festival on March 2 and 3, 2019; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road on Saturday, February 2, 2019, to permit the Panama City Beach Mardi Gras at the Beach Parade; and providing an immediately effective date.”

2 RESOLUTION 19-46, BID AWARD - PARKS 2019 FORD EXPLORER PURCHASE. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Auto Nation Ford Mobile in the amount of \$28,679 for the purchase of a 2019 Ford Explorer; and providing an immediately effective date.”

3 RESOLUTION 19-47, BID AWARD - WWTF EFFLUENT TRANSFER PUMPS PURCHASES. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with GPM, Inc. D/B/A Gilbert Pump & Mechanical in the amount of \$213,000 for the purchase of two replacement effluent transfer pumps; and providing an immediately effective date.”

4 RESOLUTION 19-48, BID AWARD - WWTF BLOWER REPLACEMENTS. “A Resolution of the City of Panama City Beach, Florida approving an agreement with Universal Blower PAC, Inc. in the amount of \$61,700 for the purchase of 3 replacement blowers; and providing an immediately effective date.”

5 RESOLUTION 19-49, BID AWARD - UTILITY SERVICES VEHICLES PURCHASE. “A Resolution of the City of Panama City Beach, Florida approving the purchase of two utility work trucks and one utility cargo van as more particularly set forth in the body of the Resolution, from Bozard Ford Company in the amount of \$81,588; and providing an immediately effective date.”

6 RESOLUTION 19-50, UTILITY DEPARTMENT BACKHOE LOADER PURCHASE. “A Resolution of the City of Panama City Beach, Florida approving an agreement with Beard Equipment Co. for the purchase of a loader backhoe in the amount of \$79,193.75; and providing an immediately effective date.”

Councilman Casto made the motion to approve the Consent Agenda. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

REGULAR AGENDA

ITEM 1 SHOREWALK SUBDIVISION PLAT APPROVAL, PUBLIC HEARING CONTINUED. Ms. Myers explained the staff requested this Hearing be continued until the next Council meeting.

ITEM 2 RESOLUTION 19-52, HIDE-A-WAY PLAT VACATION. Ms. Myers read Resolution 19-52 by title. The Council had no comments. Councilman McConnell made the motion to approve Resolution 19-52. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 3 RESOLUTION 19-53, BID AWARD - NEW FIRE STATION AND BUDGET AMENDMENT #9. Ms. Myers read Resolution 19-53 by title. The Council had no comments.

Councilman Casto made the motion to approve Resolution 19-53. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 4 RESOLUTION 19-51, BID AWARD - KIDDIE POOL LINER REPAIR PROJECT 2019 AND BUDGET AMENDMENT #10. Ms. Myers read Resolution 19-51 by title. The Council had no comments.

Councilman McConnell made the motion to approve Resolution 19-51. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 5 AFTER-ACTION REVIEW OF HURRICANE MICHAEL. Councilman McConnell requested staff to go back and document what worked and did not work for them during the hurricane. There were no objections.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 9:25 a.m.

1 Ed Benjamin, 202 S Wells Street. Mr. Benjamin commented that Highway 79 is a major entrance to Panama City Beach and the area is close to commercial low density. He questioned future height limitations for buildings on Highway 79.

2 Gary Beck, 17001 Front Beach Road. Mr. Beck commented on his BP oil spill lawsuit.

3 Genese Hatcher, 203 S Wells Street. Ms. Hatcher commented that she wants to know how she can be involved with meetings that are in reference to height restrictions. Mayor Thomas explained the Planning Board meetings are open to the public.

With no further comments, the Mayor closed the Delegations period at 9:36 a.m.

Mayor Thomas asked Chief Whitman to explain the Baker Act Process.

ATTORNEY REPORT

Ms. Myers explained the Planning Board is reviewing the Comprehensive Plan one chapter per meeting and asked what the best way would be to communicate the changes to the Council. Councilman McConnell stated he would prefer quarterly workshops. There were no objections.

Ms. Myers asked the Council if they would like to extend the Spring Break ordinances that are only effective in the month of March to be extended into the month of April. Councilman Casto commented the ordinances in place are working well and should not be changed. All Council members agreed.

Ms. Myers asked for direction on the pending dispute with David Chapman. Mr. Chapman requested additional height through the Height Incentive process and requested we enter the dispute resolution process. Ms. Myers explained she met with all Council members separately on the matter, and based on those meetings proposed to Mr. Chapman to reduce the incentives required of him to match the given height. Councilman Solis commented he was never for the Height Incentives. It would be unfair for Mr. Chapman to get anything above what is given to other contractors. Councilman McConnell commented the offer presented from the Council is fair.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs. He commented housing has been a key issue to the restoration of our community. There are a fair number of people that are without homes. The Building and Planning Department prepared a spreadsheet reflecting 1,046 number of units under construction. Next year he projects to have another 701 units between hotels, condos, and single-family homes in progress. Councilman Chester asked for a list that includes what is available in the County. Mr. Gisbert stated we had great representation from our state and federal representatives. They have asked for a list of items they can move up the hill. A tentative list has been made that includes Bay Parkway. Currently there is a 100% FEMA reimbursement for Part A and B for only 5 days and we would like to see that 30 days or longer. The match currently is 75% federal and state and the other 25% is paid by the municipality. The City was hoping FEMA Category B expenses would be funded 100% by the state and federal government, and asking FEMA Category A through G expenses be funded at 90%, where the municipality will only have to pay 5%. There has been discussion of having a half cent sales tax to benefit the entire state for hurricane recovery.

COUNCIL COMMENTS

Councilman Chester had no comments.

Councilman Solis commented gas stations had dropped their gas prices 10-15 cents per gallon since the Council sent the letter to the state officials. He received a call from a

Chevron executive who acknowledged wholesale gas prices in this area are no different from anywhere else. The executive's position was that "it is a capitalist society, people can charge what they want." Councilman Solis encouraged citizens to drive by more expensive stations to get fuel at a station that charges less.

Councilman McConnell suggested that Department Heads rotate to give an update to the Council. He commented that the CRA is doing a great job on Front Beach Road.

Mayor Thomas commented heights do not need to increase as we do more business. He disagreed with the height of the building next to his business. When someone live in front of a high building, there is a wind funnel around them and a constant shadow. He hopes the Council does not go any higher for Height Incentives.

Councilman Casto had no comments.

With nothing further, the meeting was adjourned at 10:02 a.m.

READ AND APPROVED this 14th of February, 2019.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

ATTEST:

Mayor

City Clerk

PRESENTATION

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

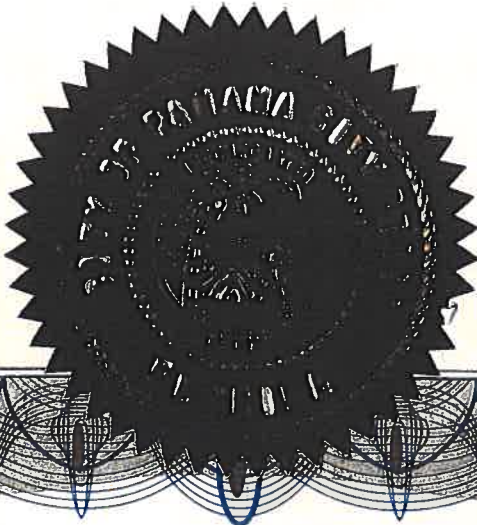
Leah Anderson

HAS GIVEN EXCEPTIONAL SERVICE

**TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

For the responsibility assumed, for the unselfish service rendered her community and its citizens in discharging the duties of good citizenship, this token of CIVIC ACHIEVEMENT is hereby awarded.

Presented this 14th of February, 2019



A handwritten signature in blue ink, appearing to read "Mike Thomas", is written over a horizontal line.

MAYOR MIKE THOMAS

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

February 14, 2019

3. REQUESTED MOTION/ACTION:

Authorize the City to contract with the sole responsive bidder, United Rentals in the amount of \$41,635.00 for the purchase of a Mini Excavator.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On January 23, 2019 the Parks and Recreation Department received one sealed bid for a "Mini Excavator." The sole responsive bid was from United Rentals in the amount of \$41,635.00.

This purchase was planned for in the adopted 2018-2019 Parks and Recreation budget. Staff recommends approval.

CONSENT

AGENDA ITEM # 1

RESOLUTION 19-54

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH UNITED RENTALS IN THE AMOUNT OF \$41,635 FOR THE PURCHASE OF A MINI EXCAVATOR; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and United Rentals relating to the purchase of a Mini Excavator, for the Parks and Recreation Department in the basic amount of Forty-One Thousand, Six Hundred Thirty-Five Dollars (\$41,635.00), in substantially the terms and conditions of the quote 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 _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

CONSENT
AGENDA ITEM # 1

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 1/22/19, 2019

Mini Excavator

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted.

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the **City of Panama City Beach** for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: \$ 41,635.⁰⁰

BY: Jacob Singletary / United Rentals TITLE: Sales
ADDRESS: 1505 W 15th St CITY: Panama City STATE: FL ZIP: 32401
EMAIL ADDRESS: jsinglet@ur.com
PHONE: 850-258-3280

SIGNATURE -- (Confirming all information above is correct)



CONSENT
AGENDA ITEM # 1



BRANCH M56
1503 W. 15TH STREET
PANAMA CITY FL 32401
850-763-0174
850-872-0792 FAX

165388069

Customer # : 535095
Quote Date : 01/22/19

Job Site

FRANK BROWN PARK
16200 FRANK BROWN PARK
x:NA@NA
PANAMA CITY BEACH FL 32413
Office: 850-233-5100 Cell: 850-628-5419

UR Job Loc : 16200 FRANK BROWN PA
UR Job # : 21
Customer Job ID: 21
P.O. # : VBL
Ordered By : CHERYL
Written By : SHANNON INGERMAN
Salesperson : JACOB SINGLETARY

CITY OF PANAMA CITY BEACH
110 S ARNOLD RD
PANAMA CITY FL 32413

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	9070075 CC: 907-0075 MINI EXCAVATOR 7400-9199# Takeuchi tb240 weight 8500lb with quick attach bucket with hydraulic thumb	41635.00	41635.00
Sub total:			41635.00
Estimated Total:			41635.00

CONSENT
AGENDA ITEM # 1

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE. WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
United Rentals	1503 W 15 th Street Panama City, FL 32401	Mini Excavator	\$41, 635.00

CONSENT
 AGENDA ITEM #

1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

February 14, 2019

3. REQUESTED MOTION/ACTION:

Authorize the City to contract with the sole responsive bidder, Southeastern Turf Grass, Inc. in the amount of \$96,864.00 for the purchase of Soil Conditioning Chemicals.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On January 23, 2019 the Parks and Recreation Department received one sealed bid for "Soil Conditioning Chemicals." The sole responsive bid was from Southeastern Turf Grass in the total amount of \$96,864.00.

PRODUCT BID AMOUNTS:

JAD Global Invigorate Soil Conditioner-180 gallons: \$ 26,973.00

Menefee Humate SeaMate Sprayable- 350 pounds: \$ 12,075.00

Timac Agro Physiocal 3-0-0 with SeaActive -79,200lbs
1440 x 55 # bags- 3 deliveries of 480 bags: \$ 57,816.00

Total \$ 98,864.00

This purchase was planned for in the adopted 2018-2019 budget. Staff recommends approval.

CONSENT

AGENDA ITEM # 2

RESOLUTION 19-55

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF SOIL CONDITIONING CHEMICALS FROM SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR \$96,864; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Southeastern Turf Grass Supply, Inc., relating to the purchase of soil conditioning chemicals for the City's Parks and Recreation Department in the basic amount of Ninety-Six Thousand, Eight Hundred Sixty-Four Dollars (\$96,864.00), in substantially the quote 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 _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

BID PROPOSAL FORM

TO City of Panama City Beach, Florida

SUBMITTED January 21st 2019

Soil Conditioning Chemicals

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed chemical to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida

PRODUCT BID AMOUNTS:

JAD Global Invigorate Soil Conditioner-180 gallons \$ 26,973⁰⁰

Menefee Humate SeaMate Sprayable- 350 pounds \$ 12,075⁰⁰

Timac Agro Physioical 3-0-0 with SeaActive -79,200lbs
1440 x 55 # bags- 3 deliveries of 480 bags \$ 57,816⁰⁰

Total 96,864⁰⁰

BY: Southeastern Turf Grass Supply
Jonathan Wicker TITLE: President
ADDRESS: 6942 Phillips Parkway Dr. CITY: Jacksonville STATE: FL ZIP: 32256
EMAIL ADDRESS: acariton10@icloud.com
PHONE: (904) 260-8565

SIGNATURE - (Confirming all information above is correct)



**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
Southeastern Turf Grass	1503 W 15 th Street Panama City, FL 32401	Soil Conditioning Chemicals 180 gallons Invigorate 350 lbs SeaMate 79,200 lbs Physioical	Total: \$96,864.00

CONSENT
 AGENDA ITEM #

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

February 14, 2019

3. REQUESTED MOTION/ACTION:

Approve a Task Order with Gortemoller Engineering, Inc. for surveys and engineering services related to extending of City utilities as a part of the proposed Bay Pkwy Phase 2 roadway project.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Utilities Department budgeted funds to extend a large sewer force main and reclaimed water transmission main as part of the proposed Bay Parkway Phase 2 roadway project. These two transmission pipelines will improve service to the central and western portions of the City's utility franchise area, and provide for future service to development occurring along the new roadway.

Staff requested a proposal from Gortemoller Engineering, Inc. to provide the necessary survey, engineering and permitting effort for the sewer and reclaimed water main extensions. Attached for your review is their proposal as Attachment A under the current Master Services Agreement. Staff has reviewed the proposal and finds that the requested fee of \$174,630 is in line with the work effort. Also attached for your review is a draft Exhibit C, Combined Task Order and Notice To Proceed, that would be executed upon City Council approval. Staff recommends approval of the Task Order. The utility project is budgeted for completion over the next two fiscal years, predicated on concurrent roadway funding, and the estimated utility construction cost of is \$2.25 million.

WHY - To allow the City Manager to execute the Task Order between the City and Gortemoller Engineering for surveying, engineering and permitting services related to extending the City's sewer and reclaimed water transmission system.

WHAT - Completion of the necessary surveying, engineering and permitting scope to support the improvement of City utility infrastructure and provide for growth in wastewater service capacity.

RESOLUTION 19-61

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER IN A LUMP SUM AMOUNT OF \$174,630 FOR BAY PARKWAY UTILITY DESIGN AND LIMITED CONSTRUCTION ADMINISTRATION, INSPECTION AND CERTIFICATION SERVICES.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order No. 2 to the Professional Services Agreement between the City and Gortemoller Engineering, Inc., relating to utility design and limited construction administration, inspection and certification services for Bay Parkway Segment 2, for a lump sum amount of One Hundred Seventy Four Thousand Six Hundred Thirty Dollars (\$174,630.00), 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 whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

EXHIBIT C COMBINED TASK
ORDER AND NOTICE TO
PROCEED

TASK ORDER NO. 2

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GORTEMOLLER ENGINEERING, INC. RELATING TO BAY PARKWAY ENGINEERING SERVICES dated May 15th, 2018, (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 tasks set forth upon incorporated Attachment A, Scope of Services, relating to Utility Design, Limited CA, Inspection and Certification.

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

a stipulated sum of \$ 174,630.00; 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, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20____. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both 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:

GORTEMOLLER ENGINEERING, INC.

By: _____ Date: _____
Its: President

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

City Clerk

By: _____
City Manager

Date: _____
~~CONSENT~~
AGENDA ITEM #



January 14, 2019

Mr. Al Shortt, P.E.
Utilities Director
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

**RE: Bay Parkway Phase 2
Task Work Order #2
Task 15. Utility Design, Limited CA, Inspections and Certification
Proposed Scope and Fee**

Dear Al,

Please see the attached Scopes of Services and Fee Proposal provided by Dewberry Engineers, Inc. for Task 15. Utility Design, Limited CA, Inspections and Certification. It was the original intent that once the alignment had been identified that we would add the Utility Design for the City's required infrastructure for this road extension. Per your direction, the City has decided to install 14,500 LF of new reclaim water main along the project from North Pier Park Drive to Nautilus Street and 7,000 LF of new sanitary sewer force main from North Pier Park Drive to Gayle's Trail and south to a valve connection near N. Gulf Boulevard inside the wastewater treatment plant.

Thank you for the opportunity to present this Task Work Order. We look forward to continuing our work on this very important project. Please do not hesitate to call if you have any questions.

Sincerely,
Gortemoller Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Dexter M. Gortemoller'.

Dexter M. Gortemoller, P.E.
LEED Accredited Professional
President

708 Thomas Drive
Panama City Beach, Florida 32408
(850) 249-2425 - www.GortEng.com

CONSENT
AGENDA ITEM # 3



Attachment A

**City of Panama City Beach
Bay Parkway Phase 2 Roadway Project
Task Work Order #2**

**15. Utility Design, Limited CA, Inspection and Certification
Scope of Services**

City of Panama City Beach has requested additional professional engineering services required in conjunction with a new reclaim water main extension along Parkway Bay Phase 2 from N. Pier Park Drive to Nautilus Street, a distance of approximately 14,500 feet; and a new sanitary sewer force main extension along Bay Parkway Phase 2 and Gayle's Trail from N. Pier Park Drive to an existing force main valve connection near N. Gulf BLVD inside the wastewater treatment plant, a distance of approximately 7,000 feet.

Dewberry will provide professional engineering services required to generate construction drawings and technical specifications in sufficient detail to enable Panama City Beach to receive competitive bids from construction contractors. Dewberry will perform additional topographic survey along Gayle's trail from Current Bay Parkway Phase 2 survey to include location of existing valve tie-in and other features along a portion of N. Gulf BLVD, within the existing wastewater treatment plant. Based on the previous scope here are the following Tasks:

15. Utility Design, Limited CA, Inspection and Certification

15.1 Utility Design Engineering and Permitting

15.1.1 Dewberry will design and prepare construction drawings that show the character and scope of the work to be performed. GE will coordinate with Dewberry and implement sections into the Roadway Plans. The anticipated construction drawings include:

- General Note Sheet
- General Construction Notes
- Pay Quantity Summary Sheets (Reclaim Water and Force Main)
- Reclaim Water Plan & Profile Sheets with 30-foot and 5-foot horizontal and Vertical scales, respectively.
- Force Main Plan & Profile Sheets with 30-foot and 5-foot horizontal and vertical scales, respectively.
- Reclaim Water and Force Main Detail Sheets.
- MOT Sheets.

15.1.2 Coordinate and submit to the FDEP for review.

15.1.3 Respond to any requests for additional information (RFI) from permitting agencies.

15.2 Wetland Delineation – Portions of the proposed Utilities are outside the current limits.

708 Thomas Drive
Panama City Beach, Florida 32408
(850) 249-2425 - www.gorteng.com



Gortemoller Engineering, Inc.

- 15.2.1 Perform a wetland delineation within and adjacent to the trail.
- 15.2.2 Prepare wetland UMAM assessment to assist in the permitting and mitigation process.
- 15.2.3 Display wetland line in construction plans.
- 15.3 Survey – Portions of the proposed utilities are outside the current project limits.
 - 15.3.1 Three certified copies of a Topographic Survey that meets the current Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers.
 - 15.3.2 Survey limits to include the existing tree line on each side of Gayle's Trail and Part of N. Gulf BLVD extending from WWTP security fence to security fence that reflects the point of the proposed force main connection.
 - 15.3.3 Reflect existing 50 feet wide Ingress/Egress Utility easement along Gayle's trail.
 - 15.3.4 Reflect location of existing valve tie-ins at end of the project, existing 36-inch diameter reuse water main under Gayle's trail pavement, and all others utilities to be crossed by new force main along N. Gulf BLVD.
- 15.4 Limited CA, Inspections and Certifications
 - 15.4.1 Dewberry will provide limited on-site inspection for up to 480 hours and will document daily activities with daily logs to ensure the project is constructed in conformance with plans and specifications. In addition, Dewberry will be present during force main pressure testing and all other activities to ensure that the force main and reclaim main are constructed in compliance with plans and specifications. It is anticipated that an engineer licensed in the State of Florida will provide all other construction administration services as required and that City of Panama City Beach will take over ownership of the system upon final completion.

16. Construction Management – TBD

17. Deliverables

- 17.1 Phase II (60%) Design Plans for City review/Permitting including Utility Design (2 sets)
- 17.2 Phase III (90%) Design Plans and Specifications for City review including Utility Design (2 sets)
- 17.3 Final Construction Plans and Specifications (Electronically Sealed) in PDF, and CAD Files

18. Additional Services - The following are not included in this Scope of Services.

- 18.1 Title Searches
- 18.2 Construction Engineering and Inspection
- 18.3 Public Involvement or Meeting with additional property owners.
- 18.4 Preparing documents for out-of-sequence services
- 18.5 Providing services of professional consultants (e.g. Electrical, Lighting, Structural Engineer, Urban Forester or Geotechnical) other than as specifically provided for in the above Scope of Services
- 18.6 Mitigation/ Permit Fees

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(850) 249-2425 - www.gorteng.com



Attachment B

**City of Panama City Beach
Bay Parkway Phase 2 Roadway Project
Task Work Order #2
15. Utility Design, Limited CA, Inspection and Certification
Fee Summary**

Utility Design Summary		
		Contract Amount
15.1	Utility Design Engineering and Permitting (DB)	\$123,780.00
15.1	Utility Design Coordination (GE)	\$7,375.00
15.2	Wetland Delineation	\$3,025.00
15.3	Survey	\$5,750.00
15.4	Limited CA, Inspections and Certifications	\$34,700.00
15	Utility Design Total	\$174,630.00

Contract Summary		
		Contract Amount
Task Work Order #1	Original Contract Amount	\$ 698,446.45
Task Work Order #2	15. Utility Design	\$ 174,630.00
	Total Contract Amount	\$ 873,076.45

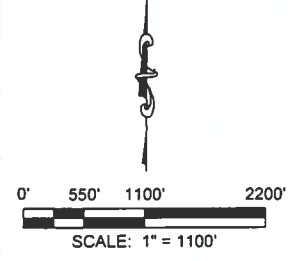
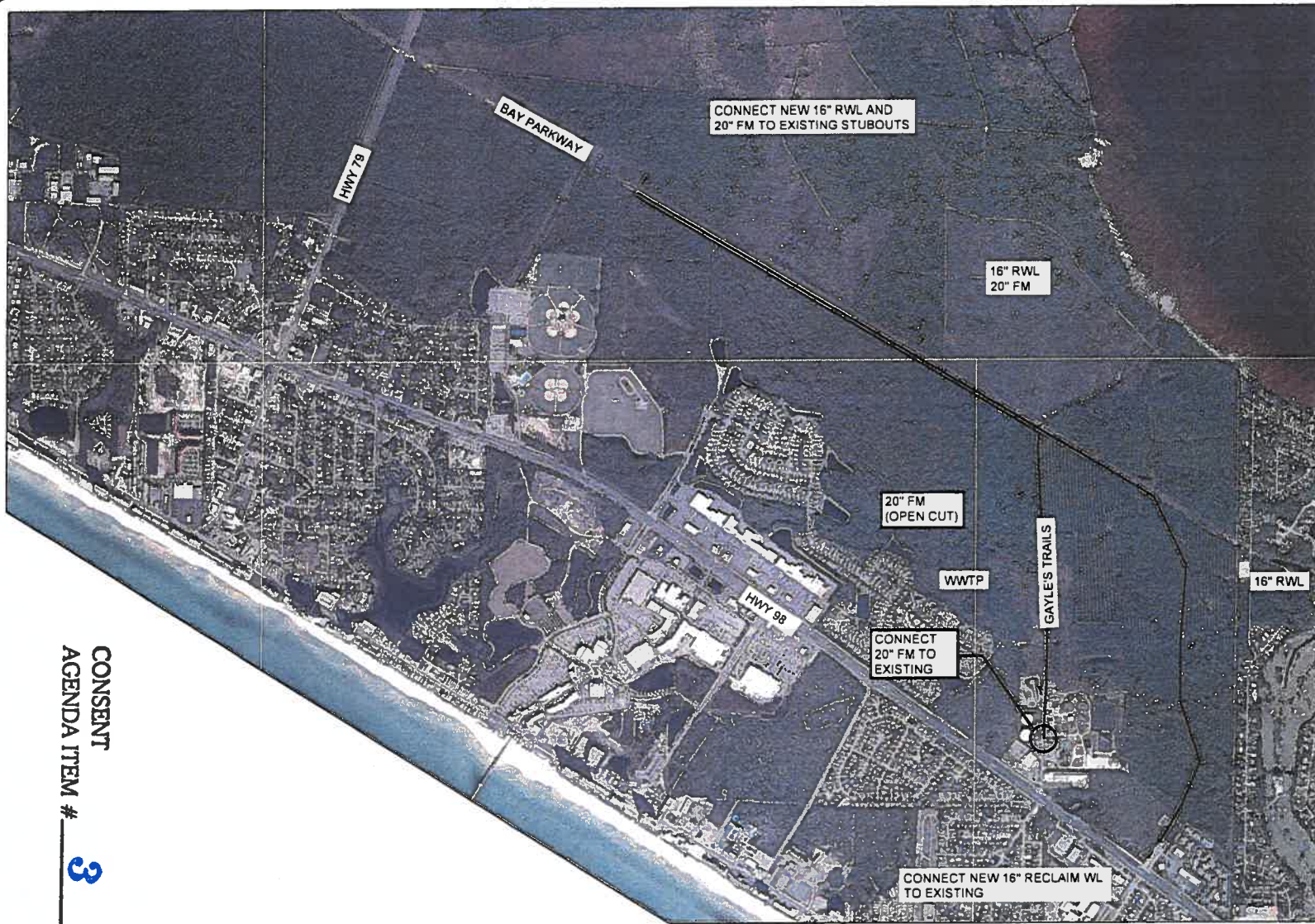
G:\GE\Projects\AA-Public\CityofPCB\BayParkway-PhaseII\Agreement\Addendum#1\ScopeofServices_BayParkwayPh2TWO#2_011418.doc

708 Thomas Drive
Panama City Beach, Florida 32408
(850) 249-2425 - www.gorteng.com

CONSENT
AGENDA ITEM # 3

September 13, 2018 (16:59:29 EST)
 K:\50103930_GORTMOLLER_GULF_COAST_BAY_PARKWAY_CIVIL3\FOLDER_EXHIBITS\EXTENSIONOPT1.DWG_OPTION 3 BY BROCHER

CONSENT
 AGENDA ITEM # **3**



NO.	DATE	DESCRIPTION
1		
2		
3		
4		

Dewberry
 Dewberry Engineers Inc.
 203 Aberdeen Parkway, Panama City, FL 32405
 850 522 0644, www.dewberry.com

PARKWAY UTILITY EXTENSION OPTION 3
 (20" FM VIA GAYLE'S TRAILS, OPEN CUT)
 PANAMA CITY BEACH

DATE	PROJECT NO
BY: SJB	50103930
APPROVED	
UNAWN	SHEET
BY: JPH/UM/BR	3
CHECKED	
BY: JPH/LWA	

EB# 0008794

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

02/14/2019

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Shorewalk Development.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. 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 Shorewalk development is generally located east of highway 79 between Hernando Ave. and Innocente Ave. The developers would like to subdivide this land so the residents can own their individual property. This plat will result in 21 residential units with the remainder of the property in common area. This residential development has an approved development order and the related infrastructure has been inspected and accepted by the City. The infrastructure improvements within the subdivision will remain private with the exception of the utilities that have been previously dedicated to the City. These utilities are in an existing easement that will remain. 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. If all of this has not been completed by the time of the Council meeting, staff will request the hearing to be continued.

Staff has reviewed the subject plat and determined that, if addressed, it will meet applicable requirements.

SHOREWALK

A REPLAT OF LOT 5, BLOCK 11 AND THAT PORTION OF OMIT K OF CL CENTRO BEACH AS RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA
A SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

DESCRIPTION

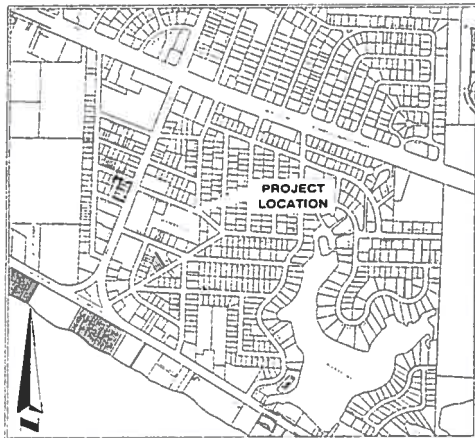
LOT 5, BLOCK 11 AND THAT PORTION OF OMIT K, CL CENTRO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWESTERN CORNER OF SAID LOT 5, BLOCK 11, THENCE RUN N00°42'30"E, 279.79 FEET, ALONG THE WESTERLY LINE OF SAID LOT 5 AND THE NORTHERLY EXTENSION THEREOF; THENCE RUN S89°22'21"E, 122.52 FEET; THENCE RUN N00°42'30"E, 130.80 FEET TO THE MONUMENTED NORTH LINE OF "OMIT K" PARCEL; AND THE SOUTHWESTERLY CORNER OF THE LINE OF HERMANO AVENUE; THENCE RUN S00°00'00"E, 372.24 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHWESTERLY CORNER OF LOT 12, SAID BLOCK 11; THENCE RUN S00°00'00"E, 515.8 FEET ALONG THE WESTERLY LINE OF LOTS 14 AND 17, SAID BLOCK 11, TO THE SOUTHWESTERLY CORNER OF SAID LOT 14; THENCE RUN N00°42'30"E, 241.06 FEET ALONG THE SOUTHWESTERLY LINE OF SAID "OMIT K" PARCEL; ALSO BEING THE NORTHERLY LINE OF LOTS 6 THROUGH 13, SAID BLOCK 11 TO THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE RUN S20°43'00"E, 170 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HERMANO AVENUE; THENCE RUN N00°42'30"E, 80.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHWESTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, CONTAINING 152,761 SQUARE FEET OF 3.53 ACRES MORE OR LESS.

NOTICE

THE PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL OPINION OF THE SURVEYED LANDS DESCRIBED HEREIN AND SHALL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR OTHER FORM OF THE PLAT. THERE MAY BE ADDITIONAL INTERFERENCES THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY.

NOTICE

ALL DEDICATED PUBLIC UTILITY EASEMENTS SHOWN HEREIN SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HEREON AND SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ALL EXISTING TELEPHONE GAS OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT BE BE RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



LOT 1

OWNER: INDAS E. DEVER AND LAURA H. DEVER
LENDER: FIRST FINANCIAL BANK NA

REMAINDER OF LOTS

OWNER: SHOREWALK HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
LENDER: ANCHOR BANK

DEEDS/GAIDON

SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION (HEREINAFTER REFERRED TO AS "OWNER"), HEREBY STATES AND DECLARES THAT IT IS THE FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE LEGAL DESCRIPTION SHOWN HEREON, SAID LAND SHALL HEREAFTER BE KNOWN AS "SHOREWALK". SAID OWNER HAS CAUSED SAID LAND TO BE SURVEYED AND SUBDIVIDED, AND THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ASSIGNED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

OWNER HEREBY EASEMENTS AND CONVEYS IN FEE SIMPLE ALL COMMON AREAS IN THE SHOREWALK OWNERS ASSOCIATION, INC. AS COMMON AREA FOR DRAINAGE, UTILITY RIGHTS-OF-WAY, PURPOSES AND OTHER PURPOSES SET FORTH IN THE SHOREWALK OWNERS ASSOCIATION, INC. DOCUMENTS AS RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

OWNER HEREBY EASEMENTS THE UTILITY EASEMENT SHOWN HEREON TO, AND FOR THE BENEFIT OF, THE CITY OF PANAMA CITY BEACH.

BY: _____
IN WITNESS WHEREOF, SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION, HAS CAUSED THIS DEED/GAIDON TO BE MADE THIS _____ DAY OF _____, 2018.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

OWNER: SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION

BY: _____ BY: _____
WITNESS WITNESS

BY: _____ BY: _____
WITNESS WITNESS

BY: _____ BY: _____
WITNESS WITNESS

STATE OF FLORIDA / COUNTY OF BAY
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018, BY _____ OF SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS EITHER PERSONALLY KNOWN TO ME OR HAS PROVIDED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME _____
MY COMMISSION EXPIRES _____

FLOOD INSURANCE POLICY
1) BASED UPON REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 12028C0288C (EFFECTIVE DATE OF JUNE 2, 2008, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X".
2) FLOOD ZONES MAY CHANGE AT FEMA REEVALUATES THE FLOOD HAZARD FOR THE AREA SHOWN HEREON.

OLD REPUBLIC TITLE INSURANCE COMPANY
I, _____ OF OLD REPUBLIC TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT (1) THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION OR ENTITY EXECUTING THE DEED/GAIDON ON THIS PLAT; (2) THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECEIVED TITLE TO THE LAND; (3) THERE ARE NO UNPAID MORTGAGES OF RECORD AGAINST SAID LAND, EXCEPT AS SHOWN ON THIS PLAT; AND (4) THE TAXES FOR THE YEAR 2018 HAVE BEEN PAID.

DATED THIS _____ DAY OF _____, 2018.
BY: _____
NAME _____

TAX COLLECTIONS STATEMENT
I, _____, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH THE YEAR _____ TO THE BEST OF MY KNOWLEDGE.

CHUCK PERDUE, BAY COUNTY TAX COLLECTOR

CITY CLERK'S CERTIFICATE
I, _____, CITY CLERK, DO HEREBY CERTIFY THAT THIS PLAT AND DEED/GAIDON, TOGETHER WITH ALL CERTIFICATES SHOWN HEREON, HAS BEEN EXAMINED IN REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE BOARD AND IS HEREBY ORDERED FILED FOR PERMANENT RECORD THIS _____ DAY OF _____, 2018.

BY: _____ MAYOR
PAUL CASID - COUNCIL MEMBER, WARD 1
KEEY MCCORMICK - COUNCIL MEMBER, WARD 2
PAUL DEYER - VICE MAYOR, COUNCIL MEMBER WARD 7
RECTOR SAGU - COUNCIL MEMBER

CITY MANAGER'S CERTIFICATE
THIS IS TO CERTIFY THAT I, _____, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "SHOREWALK", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.
SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____ CITY MANAGER
MARIO OSBERT / CITY MANAGER
CITY OF PANAMA CITY BEACH, FLORIDA

CITY ENGINEER'S CERTIFICATE
I, _____, CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "SHOREWALK", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.
SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____ CITY ENGINEER
BILL SWANAL
CITY OF PANAMA CITY BEACH, FLORIDA

CITY ENGINEER'S CERTIFICATE
THIS IS TO CERTIFY THAT I, KELLY P. JONES, P.E., CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "SHOREWALK", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.
SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____ CITY ENGINEER
KELLY P. JONES, P.E. / CITY ENGINEER
CITY OF PANAMA CITY BEACH, FLORIDA
FLORIDA LICENSE NUMBER 38762

CITY SURVEYOR'S CERTIFICATE
I, _____, CITY SURVEYOR, UNDER CONTRACT WITH THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT AND FIND THAT IT CONFORMS TO CHAPTER 177, PART 1, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____ CITY SURVEYOR
ERIC C. HARRIS, P.E.
FLORIDA LICENSE NUMBER: 158283

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT, "SHOREWALK", WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED; AND THAT THIS PLAT COMPLETLY MEETS ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT THE PERMANENT REFERENCE MONUMENTS AND LOT CORNERS HAVE BEEN SET.

DATE: _____
BY: _____
MELON WILSON/DAWSON
FLORIDA LAND SURVEYOR, 152257
COUNTY WIDE SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER 148329
707 JONES AVENUE, SUITE F PANAMA CITY, FL 32401
PANAMA CITY, FL 32401
PHONE: (850) 789-0245 FAX: (850) 789-0245

County Wide Surveying, Inc.
CERTIFICATE OF AUTHORIZATION No. 148329
707 JONES AVENUE, SUITE F PANAMA CITY, FL 32401
PHONE No. (850) 789-0245 FAX No. (850) 789-4769

SHOREWALK

SHEET 1 OF 2 SHEETS

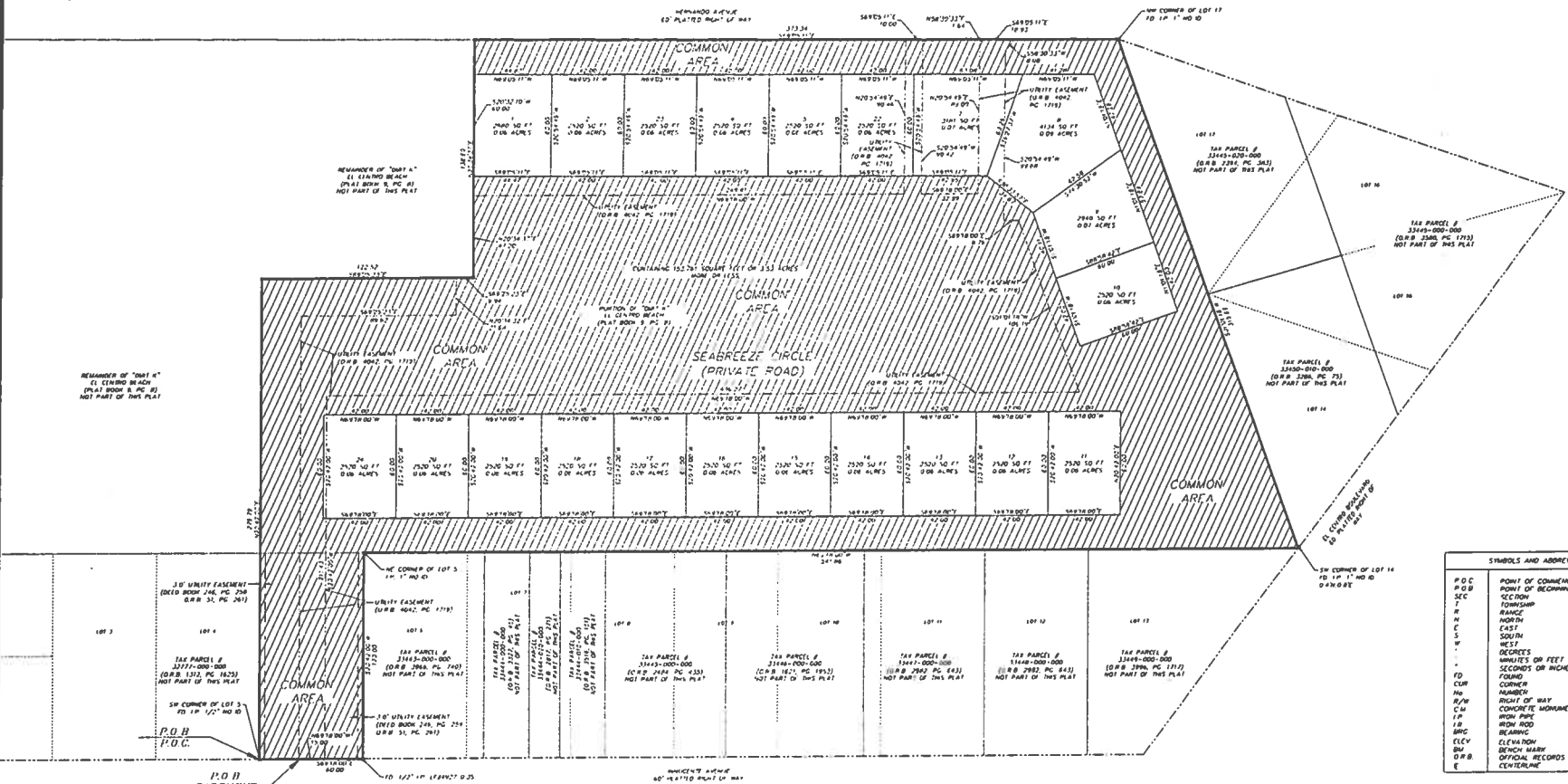
AGENDA ITEM # 1

SHOREWALK

A REPLAT OF LOT 5, BLOCK 11 AND THAT PORTION OF OMIT K OF EL CENTRO BEACH AS RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA A SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

- INDEX OF SHEETS**
- DESCRIPTION, DEEDS FROM, SIGNATURES, NOTES, VERIFY MAP AND LEGEND
 - DETAIL SHEET

AGENDA ITEM # 1



SYMBOLS AND ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
N.	NORTH
E.	EAST
S.	SOUTH
W.	WEST
•	DEGREES
'	MINUTES OR FEET
''	SECONDS OR INCHES
FD	FOUND
CU	CORNER
NO.	NUMBER
R/W	RIGHT OF WAY
C.M.	CONCRETE MONUMENT
T.P.	IRON PIPE
I.P.	IRON ROD
B.M.	BENCHMARK
ELEV.	ELEVATION
BN	BENCH MARK
O.R.B.	OFFICIAL RECORDS BOOK
C.	CENTERLINE

County Wide Surveying, Inc.
 CERTIFICATE OF AUTHORIZATION No. 083979
 707 JENNIS AVENUE, SUITE C PANAMA CITY, FL. 32401
 PHONE No. (850) 769-0345 FAX No. (850) 763-4769

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
FEBRUARY 14, 2019

3. REQUESTED MOTION/ACTION:
APPOINT NEW ELECTOR TO FILL VACANT SEAT APPOINTED BY PAUL CASTO

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
IN JANUARY 2017, THE CITY ADOPTED A RESOLUTION AUTHORIZING USE OF PROCEEDS FROM THE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX, AND ESTABLISHING A CITIZEN OVERSIGHT COMMITTEE TO ASSURE THAT SURTAX FUNDS RECEIVED BY THE CITY WERE PROPERLY EXPENDED.

IN APRIL 2018, THE COUNCIL MADE ITS INITIAL APPOINTMENTS TO THE NEWLY FORMED COMMITTEE. LAST MONTH, JEROMEY GILLESPIE RESIGNED HIS SEAT, CREATING A VACANCY IN THE SEAT APPOINTED BY COUNCILMAN CASTO. RESOLUTION 17-39 PROVIDES THAT: When any vacancy occurs on the Committee, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.

STAFF REQUESTS APPOINTMENT OF A NEW MEMBER TO FILL THE VACANCY.

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department/Chief Drew R. Whitman

2. MEETING DATE:

02/14/19

3. REQUESTED MOTION/ACTION:

Budget Amendment/JAG-C grant: Ballistic Helmets

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On 01/30/2019, the Panama City Beach Police Department received notification of approval for the 2019 JAG-C Ballistic Helmets grant. The Panama City Beach Police Department's proposal is to utilize a portion of the awarded funds to purchase (65) sixty-five level IIIA ballistic helmets for patrol officers in the amount of \$31,362.50.

The level IIIA ballistic helmets are designed to stop 9 mm @1400fps, fragmentation & .44 magnum projectiles. The helmets are made from kevlar and other ballistic materials; which include mounting rails for optional lighting, digital recorders, and/or communication devices. The helmets are intended for use in tactical situations requiring extra ballistic protection.

Recently, multiple agencies responded to an active shooter call on Beck Avenue in Panama City to assist. None of the Panama City Beach Police Department officers had any type of ballistic headgear when responding to these dangerous situations. Having this equipment issued to each officer, accompanying the hard active shooter vests they already have, is crucial to saving lives. The award of this grant money will help mitigate that threat to our officers.

This grant covers 100% of the projects cost of \$31,362.50. Staff recommends approval.

RESOLUTION 19-57

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; APPROVING THE PURCHASE OF 65 PRO-TECH DELTA BALLISTIC HELMETS AND KITS FROM LOU'S POLICE DISTRIBUTORS, INC. IN THE TOTAL AMOUNT OF \$31,362.50; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, On January 30, 2019, the City was awarded the Edward Byrne Memorial Justice Assistance Grant in the amount of \$31,362.50 for the project entitled PROJECT PCBPD BALLISTIC HELMETS; and

WHEREAS, a budget amendment is necessary to reflect the total revenue of \$31,362.50 to be received from the grant and the expenditure of a like amount for items requested in the grant agreement.

NOW THEREFORE BE IT RESOLVED by the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Lou's Police Distributors, Inc. relating to the purchase of 65 ProTech Delta ballistic helmets and kits in the total amount of Thirty-One Thousand, Three Hundred Sixty-Two Dollars and Fifty Cents (\$31,362.50), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #14 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. This Resolution 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 February, 2019.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 14

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.52-10	Operating Supplies	140,200.00	31,365.00	171,565.00
TO	001-0000-331.20-30	FDLE JAG Ballistic Helmets	0.00	(31,365.00)	(31,365.00)
Check Adjustment Totals:			140,200.00	0.00	140,200.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect the award of FDLE Justice Assistance Grant 2019-JAGC-BAY-1-N2-011 and appropriate the expenditure of funds for (65) ballistic helmets

ROUTING FOR APPROVAL

DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE _____

FINANCE DIRECTOR _____ DATE _____

Drew R. Whitman
Chief of Police

Panama City Beach Police Department

Chad Lindsey
Deputy Chief of Police

17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Countywide State Solicitation

Project Title:

PCBPD Ballistic Helmets

Project Summary:

The Panama City Beach Police Department's proposal is to utilize the awarded funds to purchase (65) sixty-five level IIIA ballistic helmets for patrol officers in the amount of \$31,362.50.

Project Description:

The level IIIA ballistic helmets are designed to stop 9mm @1400fps, fragmentation & .44 magnum projectiles. The helmets are made from kevlar and other ballistic materials; which include mounting rails for optional lighting, digital recorders, and/or communication devices. The helmets are intended for use in tactical situations requiring extra ballistic protection. The helmets are also equipped with fold-down clear face shields (optional add-on), which would give the officers an added layer of protection during riot or crowd control situations.

Captain Wayne A. Maddox
Uniform Patrol Division

Captain Robert Clarkson
Criminal Investigation Division

Captain Richard McClanahan
Administrative Division

Lt. Jamey Wright
Risk Mgt.

Drew R. Whitman
Chief of Police

Panama City Beach Police Department

Chad Lindsey
Deputy Chief of Police

17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

Problem Statement:

Recently, multiple agencies responded to an active shooter call on Beck Avenue in Panama City to assist. None of the Panama City Beach Police Department officers had any type of ballistic headgear available. The purchase of these helmets will provide our officers with the much needed protection when responding to these dangerous situations. It is very well known that active shooters will intentionally target an officer's head for maximum effectiveness. This type of head-targeting is taught in video games, movies, and on the internet. This type of threat occurs at schools, government functions, and other places where people gather. Having this equipment issued to each officer, accompanying the hard active shooter vests they already have, is crucial to saving lives. The award of this grant money will help mitigate that threat to our officers.

Captain Wayne A. Maddox
Uniform Patrol Division

Captain Robert Clarkson
Criminal Investigation Division

Captain Richard McClanahan
Administrative Division

Lt. Jamey Wright
Risk Mgt.

Drew R. Whitman
Chief of Police

Panama City Beach Police Department

Chad Lindsey
Deputy Chief of Police

17115 Panama City Beach Parkway
Panama City Beach, Florida 32413-2128
(850) 233-5000 Fax (850)233-5013

www.beachpolice.org

Budget Narrative:

- ProTech Delta 4, full-cut Ballistic helmet, level IIIA, with rail mount kit, and Velcro kit for attaching agency patches = \$482.50 (each helmet)

Budget Summary:

ProTech Delta 4 ballistic helmets with Team Wendy Epic Air*	\$425.00 X 65 = \$27,625.00
ProTech ballistic Helmet Rail kit*	\$42.50 X 65 = \$2762.50
ProTech Velcro Helmet Kit*	\$15.00 X 65 = \$975.00

Total Cost: = \$31,362.50

(*Pricing is based on a quote from Dana Safety Supply sent on August 01, 2018)

Captain Wayne A. Maddox
Uniform Patrol Division

Captain Robert Clarkson
Criminal Investigation Division

Captain Richard McClanahan
Administrative Division

Lt. Jamey Wright
Risk Mgt.



SEARCH

HOME / PRODUCTS / BODY ARMOR / BALLISTICS / HELMETS /

Delta 4™ Ballistic Helmet

MODEL: | SKU: | PART:

The patriarch of PROTECH® Tactical's line of ballistic helmets, the Delta 4™ is a traditional ACH style helmet known for its durability, performance and overall ballistic protection [NIJ 0106.01 compliant and modified to address higher type IIIA rounds and velocities].

The Delta 4 (bolted) is the most accommodating ballistic helmet offered by PROTECH, as it is compatible with all available retention systems and optional accessories.

★★★★★ 5.0 2 Reviews

2 out of 2 (100%) reviewers recommend this product

WRITE A REVIEW



AGENDA ITEM # 3



1. Color [More about colors](#)

FIND A DEALER

Features | Retentions | Weights

*All Weights are Approximates. Due to manufacturing variables, weights will vary with each helmet and configuration. Chart reflects size Large Finished Shell (no retention or accessories included).

Delta 4™ Series	
Helmet Size	Weight (approx.)
Full-Cut	
Large - X-Large	2.54lbs
Mid-Cut	
Large - X-Large	2.42lbs
High-Cut	
Large - X-Large	2.15lbs

RESOURCES



Tactical Helmet & Accessories Info (PDF)



Tactical Equipment Warranty (PDF)



AGENDA ITEM # 3



SEARCH

HOME / PRODUCTS / BODY ARMOR / BALLISTICS / HELMETS / HELMET ACCESSORIES /

Team Wendy® CAM Fit™ Retention with EPIC Air™ Suspension

MODEL: | SKU: TEAM_WENDY_CAM_FIT | PART:

Our partnership with Team Wendy® allows us to fit our ballistic helmets with the popular and sought-after CAM Fit™ and EPIC Air™ systems.

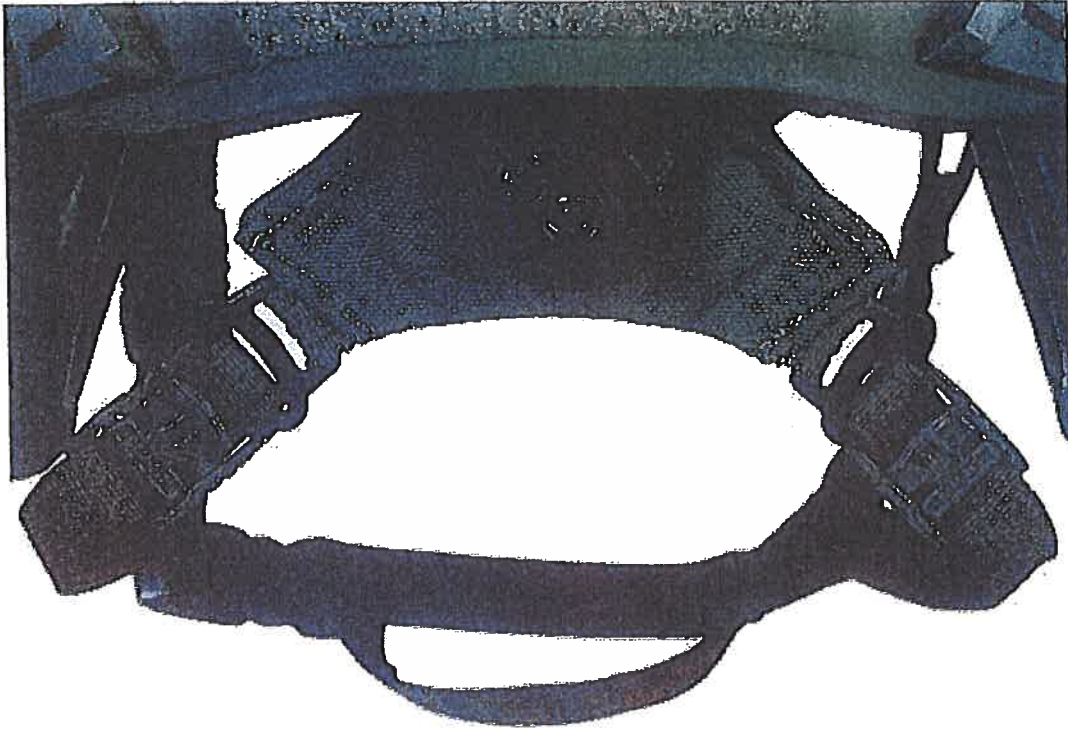
This optional retention system features both the CAM Fit ratchet and EPIC Air pads and is available to order in an array of helmet models.



Be the first to review this product

WRITE A REVIEW





FIND A DEALER

Features | Compatibility | Weights

Team Wendy® CAM Fit™

- Boa® Closure system stabilizes helmet weight by distributing a light, even pressure around the head
- Dial ratchet mechanism provides for quick and secure placement
- CAM-Lock™ Sliders allow for one hand adjustability of the chin straps

Team Wendy® EPIC Air™

- Lightweight, ultimate comfort and blunt trauma protection
- Zorbium™ impact liner feature Milspec moisture wicking and loop fabric with anti-microbial comfort pads

AGENDA ITEM # 3

K

Delta X™

An ultra-lightweight ballistic helmet designed for 8mm protection & ultimate comfort

- Features**
- Tested against NIJ 0106.01 protocol, modified to address Type IIIA 5mm round and velocity
 - 17 gr. V50 = 2800 fms (792 m/s)
 - Warrior/ACH (Bumless) style: Full, mid- & high-Cut
 - 40% lighter than traditional ACH helmets & comprised of polyethylene & other fibers in a matrix composite
 - Highest fragmentation performance & lightest IIIA 5mm Full helmet on the market
 - Compatible with retention & suspension systems offered including: Team Wendy® CAM Fit™ and EPIC Air™
 - One Size fits all



Shown in High-Cut, Coyote Brown with NVC Shield, Roll Back Dumpers, TCI Labelizer II, Comm system & Team Wendy CAM Fit.

Configuration	Weight (lbs)	Weight (kg)
Finished Large Shell Weight (Suspension not included)	1.47 lbs	0.67 kg
	1.37 lbs	0.62 kg
	1.26 lbs	0.57 kg

Delta 5™

A lightweight ballistic helmet designed for your front line & special forces needs

- Features**
- Tested against NIJ 0106.01 protocol, modified to address Type IIIA rounds and velocities, 5mm and .44 magnum
 - 17 gr. V50 = 3400 fms (1037 m/s)
 - Warrior/ACH (Bumless) style: Full, mid- & high-Cut
 - 30% lighter than traditional ACH helmets & comprised of polyethylene & other fibers in a matrix composite
 - Compatible with retention and suspension systems offered including: Team Wendy® CAM Fit™ and EPIC Air™ & R35™ Ratchet System
 - Sizes fit Small through XLarge



Shown in High-Cut, Foliage Green with NVC Shield, Roll Back Dumpers, Vantage II, TCI Labelizer II Comm System & Team Wendy CAM Fit.

Configuration	Weight (lbs)	Weight (kg)
Finished Large Shell Weight (Suspension not included)	1.67 lbs	0.75 kg
	1.74 lbs	0.79 kg
	1.62 lbs	0.73 kg

Delta 4™

An ACH/Warrior style ballistic helmet offering unparalleled protection & comfort

- Features**
- Tested against NIJ 0106.01 protocol, modified to address Type IIIA rounds and velocities, 5mm & .44 magnum
 - 17 gr. V50 = 2858 fms (869 m/s)
 - Warrior/ACH (Bumless) style: Full, mid- & high-Cut
 - Aramid ballistic material
 - Compatible with retention and suspension systems offered including: Team Wendy® CAM Fit™, EPIC Air™, R35™ Ratchet, mesh crown and padding suspension
 - Sizes fit Small through XLarge



Shown in Full-Cut, Black with NVC Shield, Roll & R35 Ratchet System.

Configuration	Weight (lbs)	Weight (kg)
Finished Large Shell Weight (Suspension not included)	2.50 lbs	1.13 kg
	2.35 lbs	1.07 kg
	2.15 lbs	0.98 kg

Plates

Use of EPIC™ extensive range of tactical armor plates designed to increase your protection with virtually any size configuration or design.



Plate Rack Systems

Offers your team a variety of plate, rack systems designed for ultimate fit and functionality based on individual needs.



Face Shields

Ballistic and non-ballistic compatible with helmets.



Shields

Build your armor with the highest protection of tactical ballistic shields.



www.safariland.com

800.347.1200

SAFARILAND

www.Safariland.com

000.347.1200

ITEM #

33



City of
Panama City Beach

PCB City Hall
110 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbgov.com

August 14, 2018

Ms. Petrina T. Herring
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Panama City Beach approves the distribution of \$91,315.00 (total allocation available) of Federal Fiscal Year 2017 Edward Byrne Memorial JAG Program funds for the following projects within Bay County:

<u>(City or County)</u>	<u>Title of Project</u>	<u>Amount Requested</u>
Lynn Haven Panama City Panama City Beach Springfield Bay County Bay County	Rapid ID Fingerprint System	\$8,596.00
	Project 25 Compliant Radios	\$34,000.00
	Ballistic Helmets	\$31,362.50
	SSVP (Tire Deflation Devices)	\$5,504.00
	New Horizons School SRD	\$3,852.50
	IRIS Emergency Notification System	\$8,000.00

Sincerely,

Mario Gisbert

City Manager

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (Equal Employment Opportunity Program) Requirements

Recipient's Name:	City Of Panama City Beach		
Address:	110 S Arnold Rd, Panama City Beach, FL, 32413		
Recipient Type:	Subrecipient	Law Enforcement Agency:	No
DUNS Number:		Vendor Number (only if direct recipient):	
Name of Contact Person:	Lori Philput	Title of Contact Person:	Human Resources/Risk Manager
Telephone Number:	850-233-5100	E-Mail Address:	lphilput@pcb.gov
Subrecipients:	No		

Declaration Claiming Exemption from the EEOP Utilization Report Submission Requirement

The following exemptions apply:

Receive a single award(s) less than \$25,000		
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I, **Lori Philput** (*authorized official*), certify that **City Of Panama City Beach** (*recipient organization*), is not required to prepare an EEOP Utilization Report during **2018** (*fiscal year*) for the reason(s) checked above, pursuant to 28 C.F.R. Section 42.302. I further certify that **City Of Panama City Beach** (*recipient organization*), will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Lori Philput, HR/Risk Manager

Lori Philput

6/18/2018

Print or Type Name and Title

Signature

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

FY 2017 Edward Byrne Memorial Justice Assistance Grant Program

**Certification of Compliance with 8 U.S.C. § 1373 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2017 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2017 JAG Program"), I certify under penalty of perjury to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2017 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2017 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. § 1373, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. § 1373 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification 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 prospective subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that USDOJ awards of grant funds, including associated subawards, are subject to review by USDOJ, including by its Office of the Inspector General.

City of Panama City Beach

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2017 JAG Program


Signature of chief legal officer of the prospective subrecipient

Attorney for the City of Panama City Beach
Title of chief legal officer of the prospective subrecipient

Florida

Recipient State from which the prospective subrecipient seeks a subaward under the FY 2017 JAG Program

Amy E. Myers

Printed name of chief legal officer of the prospective subrecipient

12/07/2018

Date of certification



Lobbying, Debarment and Drug Free Workplace Certification

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Criminal Justice Grants determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL - "Disclosure of Lobbying Activities", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

- (a) The applicant certifies that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - (iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 -

- (a) The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will



**Lobbying, Debarment
and Drug Free Workplace
Certification**

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

- be taken against employees for violation of such prohibition;
- (ii) Establishing an on-going drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of this statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.
 - (v) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.
 - (vi) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).
- (b) The subgrantee may insert in the space provided below the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

- Certification Regarding Lobbying (required for applications over \$100,000)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)
- Certification Regarding Drug-Free Workplace (required for state agency applications)

Subrecipient: City of Panama City Beach

Printed Name: Drew R. Whitman

Signature:

Title: Chief of Police

Date: 12/05/2018

Sealed Bids (083118.PCBPD) Ballistic Helmets

Attached:

1. Lou's Police Distributors, Inc.	\$31, 447.50
2. Dana Safety Supply, Inc.	\$36,214.10
3. GL Distributors, Inc.	\$31,799.50
4. GT Distributors, Inc.	\$39,302.90

Lou's Police Distributors came in with the lowest bid. They also agreed later to deduct the \$85.00 shipping charge, which dropped the final price to \$31,362.50.

Ads, Bids and RFQ's

Notice to Bid- Ballistic Helmets-Police Department

Category: Admin
RFP Number: 083118.PCBPD
Start Date: 08/17/2018 10:48 AM
Close Date: 08/31/2018 12:00 PM

NOTICE TO BID- BALLISTIC HELMETS POLICE DEPARTMENT

NOTICE TO RECEIVE SEALED BIDS [Click tab to the left to print notice](#)

Panama City Beach Police Department – Ballistic Helmets

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

Sixty five (65) ProTech Delta 4 Ballistic Helmets with the Team Wendy CAM fit Retention Epic Air Suspension system. The helmets must be NIJ threat level IIIA certified and clarification must be stated if there is a price difference in the Full versus Half cut version,

Sixty five (65) Protech Helmet Rail kits installed on the helmets,

Sixty five (65) Protech Velcro Helmet kits installed on the helmets,

Warranty options must be included in the price of the helmets.

The Bids should include ALL fees, including shipping and handling. Also note that bidders should submit individual unit prices for each item.

Bids must be sealed and will be received until **12:00 p.m. (noon) Central Time August 31, 2018**, at the **City of Panama City Beach Police Department, Attn: Captain Rich McClanahan, 17115 Panama City Beach, Panama City Beach, Florida, 32413** and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of 6 months after opening

Return to full list >>

AGENDA ITEM # 3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	257247
Customer No.	PANBCHPOL

Bill To
PANAMA CITY BEACH POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY PANAMA CITY BEACH, FL32413

Ship To
PANAMA CITY BEACH POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY PANAMA CITY BEACH, FL32413

Contact: CAPT R. MCCLANAHAN
Telephone: 850-233-5000
E-mail:

Contact: CAPT R. MCCLANAHAN
Telephone: 850-233-5000
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/18	GROUND	FOB DESTINATION	BALLISTIC HELMET BID	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
MIKE METILLE		MIKE METILLE-Jacksonville	CAPT R. MCCLANAHAN	85-8012646470C-9	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	MISC USI SpecOpsDelta-III-A-GenII-(size)-(color) Warehouse: DROP	557.1400	5,571.40
55	55	Y	MISC USI SpecOpsDelta-MidCut-III-A-GenII-(size)-(color) Warehouse: DROP	557.1400	30,642.70
THIS PRICE INCLUDES SHIPPING					
Approved By: _____					
<input type="checkbox"/> Approve All Items & Quantities					
Quote Good for 30 Days					

Print Date	08/31/18
Print Time	07:26:49 AM
Page No.	1

Printed By: MIKE METILLE

AGENDA ITEM # 3

Subtotal	36,214.10
Freight	0.00
Order Total	36,214.10

The Spec Ops Delta Mid Cut Gen II helmet is the latest addition to our special operators helmet range. It is made from advanced aramid composites and provides lightweight robust protection from ballistic and fragmentation projectiles as well as other low energy threats. The helmet comes fitted with a 4 point adjustable harness and USI Rapid Adjustment Dial BOA system, with 2-way dial. The latest pad system made exclusively for USI from 4D tactical that exceeds US MIL SPEC impact absorption system, also comes standard. The harness has a split suede chin strap that is removable to be replaced by a gas mask extender. The harness and pads can be easily removed for cleaning or replacement. The helmet comes fitted with newly upgraded carbon fiber IC universal NVG mount complete with elastomeric tensioners (bungees) and Picatinny rails, which provide a solid platform for communications units, flashlights, cameras and other gear. Each helmet comes with Hook and Loop Kit included.



Ballistic Protection

The Spec Ops Delta helmet meets NIJ 0106.01 level IIIA ballistic requirement as well as meeting and exceeding US MIL SPEC ACH fragmentation V50 requirements

Fragmentation Protection

Protection against fragments from 17 grain V50 2300 ft/sec (700 m/sec) according to STANAG 2920 (17gr FSP) and US MIL STD 662F. Meets and exceeds US ACH MIL SPEC V50 for 2, 4, 16, 64 and 17 gr fragments

Size and Weight

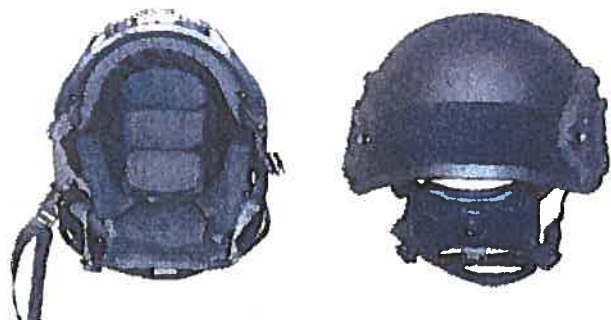
Small, Medium, Large and Extra Large
Weight 2.7 lbs.

Colors

Standard Colors are Black, Tan and OD Green.
Most other colors are available as well as our new Hydro dip process for camo colors.

Warranty and Quality Assurance

United Shield International offers a 5 year warranty on the ballistic performance of the helmet. The internal harness is warranted for a period of 2 years, With a Lifetime warranty on the BOA wiring. United Shield International is an ISO 9001 & 14001 certified company.



AGENDA ITEM #

3



The Spec Ops Delta Gen II helmet is the latest addition to our special operators helmet range. It is made from advanced aramid composites and provides lightweight robust protection from ballistic and fragmentation projectiles as well as other low energy threats. The helmet comes fitted with a 4 point adjustable harness and US1 Rapid Adjustment Dial BOA system, with 2-way dial. The latest pad system made exclusively for US1 from 4D tactical that exceeds US MIL SPEC impact absorption system, also comes standard. The harness has a split suede chin strap that is removable to be replaced by a gas mask extender. The harness and pads can be easily removed for cleaning or replacement. The helmet comes fitted with newly upgraded carbon fiber **Integrated Components** universal NVG mount complete with elastomeric tensioners (bungees) and Picatinny rails, which provide a solid platform for communications units, flashlights, cameras and other gear. Each helmet comes with Hook and Loop Kit included.



Ballistic Protection

The Spec Ops Delta helmet meets NIJ 0106.01 level IIIA ballistic requirement as well as meeting and exceeding US MIL SPEC ACH fragmentation V50 requirements

Fragmentation Protection

Protection against fragments from 17 grain V50 2300 ft/sec (700 m/sec) according to STANAG 2920 (17gr FSP) and US MIL STD 662F. Meets and exceeds US ACH MIL SPEC V50 for 2, 4, 16, 64 and 17 gr fragments

Size and Weight

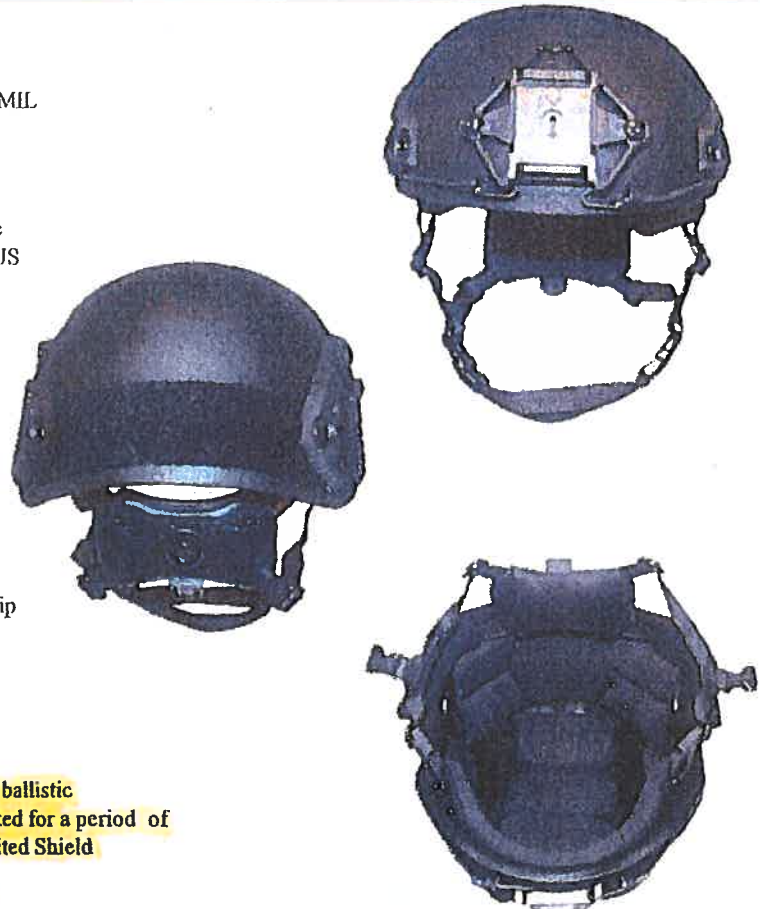
Small, Medium, Large and Extra Large
Weight 2.6 lbs.

Colors

Standard Colors are Black, Tan and OD Green.
Most other colors are available as well as our new Hydro dip process for camo colors.

Warranty and Quality Assurance

United Shield International offers a 5 year warranty on the ballistic performance of the helmet. The internal harness is warranted for a period of 2 years, With a Lifetime warranty on the BOA wiring. United Shield International is an ISO 9001 & 14001 certified company.



International
United Shield International Ltd.
56 South Way, Walworth Industrial Estate, Andover,
Hampshire, SP10 5AF, England
Phone: +44 (0)1264 363 606, Fax +44 (0)1264 363 666
Email: sales@unitedshield.com, www.unitedshield.com

North America
United Shield International LLC
1000 W. 26th, Galesburg, Illinois, USA
MI 49686, USA
Phone: +1 231 933 1179, Fax: +1 231 933 5368
Email: unitedshield.pjb@gmail.com, www.unitedshield.com

AGENDA ITEM #

3



August 30, 2018

Capt. Rich McClanahan
Panama City Beach Police Department
17115 Panama City Beach Pkwy.
Panama City Beach, FL 32413

RFP 083118.PCBPD | 65 Ballistic Helmets

Capt. McClanahan,

GL Distributors, Inc. is a leading provider of high performance bullet-resistant products servicing the needs of Law Enforcement, Government, Military and Security Professionals. GL Distributors, incorporated in 1996, actively promotes only Elite Manufacturers who have demonstrated the ability to perform.

We have provided (3) three quotations for your review and approval.

- Quotation # 13313 includes the Revision Military Helmet System with Premium Helmet Cover with Velcro Kit sewn onto it which protects the helmet from scratching and abrasions better than any other system. ***Includes a 7-Year Warranty which works out to \$501.92 per helmet / \$71.70 per helmet system per year.***
- Quotation # 13314 includes the Revision Military Helmet System with 3M Industrial Velcro Kit. ***Includes a 7-Year Warranty which works out to \$457.92 per helmet / \$65.42 per helmet system per year.***
- Quotation # 13315 – Safariland owns Protech and GH Armor Systems. GH Armor Systems utilizes the exact Protech Delta 4 Helmet system, branded as GH Armor Systems, ***Includes a 5-Year Warranty which works out to \$489.22 per helmet / \$97.84 per helmet system per year.***

GL Distributors fully complies with all aspects of the bid and has sufficient financial resources, equipment and support personnel to satisfactorily provide the goods and services to the Panama City Beach Police Department if awarded a Contract under the terms and conditions of the RFP

If you have any questions regarding our proposal, please feel free to contact me anytime at (954) 441-1473.

Sincerely,

Mark Altman
CEO, GL Distributors

AGENDA ITEM # 3

Panama City Beach Police Department - Ballistic Helmets

The City of Panama City Beach hereby solicits sealed bids for the following equipment:

Sixty five (65) ProTech Delta 4 Ballistic Helmets with the Team Wendy CAM fit Retention Epic Air Suspension system. The helmets must be NIJ threat level IIIA certified and clarification must be stated if there is a price difference in the Full versus Half cut version,

Sixty five (65) Protech Helmet Rail kits installed on the helmets,

Sixty five (65) Protech Velcro Helmet kits installed on the helmets,

Warranty options must be included in the price of the helmets.

The Bids should include ALL fees, including shipping and handling. Also note that bidders should submit individual unit prices for each item.

Bids must be sealed and will be received until **12:00 p.m. (noon) Central Time August 31, 2018, at the City of Panama City Beach Police Department, Attn: Captain Rich McClanahan, 17115 Panama City Beach, Panama City Beach, Florida, 32413** and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of 6 months after opening

Advertisement Dates: August 17, 2018

GL Distributors, Inc.

18459 Pines Boulevard, Suite 340
 Pembroke Pines, FL 33029
 Phone: (954) 441-1473
 Contact: mark@glistributors.com



Quotation

DATE	QUOTE #
8/30/2018	13313

NAME / ADDRESS	Ship To
Panama City Beach Police Department 17115 Panama City Beach Pkwy. Panama City Beach, FL 32413	Panama City Beach Police Department 17115 Panama City Beach Pkwy. Panama City Beach, FL 32413

PROJECT NAME	VALID THRU	PAYMENT TERMS	FOB	LEAD TIME
Helmets - Revision	2/28/2019	Net 30	Destination	

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
SPECIAL INST	Special Instructions: HELMETS OFFERED WITH A 7-YEAR BALLISTIC WARRANTY **Calculates to \$501.92 per helmet which is \$71.70 per year		0.00	0.00
REV4-0525-9970	Revision Batlskin Viper A3 Helmet with Modular Suspension System, Full Cut, Black **Ideal for Law Enforcement Agencies, Security and Federal Agencies. Offers NIJ Level IIIA Protection. Includes 3 NVG hole Modular Suspension System that includes:Rotating Comfort Dial Retention and Soft Cushion Comfort Pad Harness	55	369.00	20,295.00
REV4-0525-9978	Revision Batlskin Viper A3 Helmet with Modular Suspension System, Choice of Mid OR High Cut, Black **Ideal for Law Enforcement Agencies, Security and Federal Agencies. Offers NIJ Level IIIA Protection. Includes 3 NVG hole Modular Suspension System that includes:Rotating Comfort Dial Retention and Soft Cushion Comfort Pad Harness	10	369.00	3,690.00
REV4-0533-5024	Revision Batlskin Standalone Rails, Fits A1, A3 and P2 Models, Black	65	72.00	4,680.00
REV4-0593-9102	Revision Batlskin Premium Helmet Cover, Includes Elastic Drawstring with Velcro Kit for attaching patches, insignia, Black	65	54.00	3,510.00
SHIPPING	Shipping & Handling	1	450.00	450.00

Visit us online at www.GLDISTRIBUTORS.com

"PROTECTING THOSE COMMITTED TO
STANDING IN HARM'S WAY"

Subtotal **AGENDA ITEM #** 32,625.00

Sales Tax (6.0%) \$0.00

TOTAL \$32,625.00

Quote Provided by: Mark Altman

Mark Altman

GL Distributors, Inc.

18459 Pines Boulevard, Suite 340
 Pembroke Pines, FL 33029
 Phone: (954) 441-1473
 Contact: mark@gldistributors.com



Quotation

DATE	QUOTE #
8/30/2018	13314

NAME / ADDRESS
Panama City Beach Police Department 17115 Panama City Beach Pkwy. Panama City Beach, FL 32413

Ship To
Panama City Beach Police Department 17115 Panama City Beach Pkwy. Panama City Beach, FL 32413

PROJECT NAME	VALID THRU	PAYMENT TERMS	FOB	LEAD TIME
Helmets - Revision	2/28/2019	Net 30	Destination	

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
SPECIAL INST	Special Instructions: HELMETS OFFERED WITH A 7-YEAR BALLISTIC WARRANTY **Calculates to \$457.92 per helmet which is \$65.42 per year		0.00	0.00
REV4-0525-9970	Revision Batlskin Viper A3 Helmet with Modular Suspension System, Full Cut, Black **Ideal for Law Enforcement Agencies, Security and Federal Agencies. Offers NIJ Level IIIA Protection. Includes 3 NVG hole Modular Suspension System that includes:Rotating Comfort Dial Retention and Soft Cushion Comfort Pad Harness	55	369.00	20,295.00
REV4-0525-9978	Revision Batlskin Viper A3 Helmet with Modular Suspension System, Choice of Mid OR High Cut, Black **Ideal for Law Enforcement Agencies, Security and Federal Agencies. Offers NIJ Level IIIA Protection. Includes 3 NVG hole Modular Suspension System that includes:Rotating Comfort Dial Retention and Soft Cushion Comfort Pad Harness	10	369.00	3,690.00
REV4-0533-5024	Revision Batlskin Standalone Rails, Fits A1, A3 and P2 Models, Black	65	72.00	4,680.00
VELCRO KIT-L 4X11	VELCRO MOUNT KIT (LOOP) 3M Industrial Adhesive, allows end user to custom cut velcro for their patches / insignia	65	10.00	650.00
SHIPPING	Shipping & Handling	1	450.00	450.00

Visit us online at www.GLDISTRIBUTORS.com

*"PROTECTING THOSE COMMITTED TO
 STANDING IN HARM'S WAY"*

Subtotal \$29,765.00

Sales Tax (6.0%) \$0.00

TOTAL \$29,765.00

AGENDA ITEM # 3

Quote Provided by: Mark Altman

Mark Altman

GL Distributors, Inc.

18459 Pines Boulevard, Suite 340
 Pembroke Pines, FL 33029
 Phone: (954) 441-1473
 Contact: mark@gldistributors.com



Quotation

DATE	QUOTE #
8/30/2018	13315

NAME / ADDRESS	Ship To
Panama City Beach Police Department 17115 Panama City Beach Pkwy. Panama City Beach, FL 32413	Panama City Beach Police Department 17115 Panama City Beach Pkwy. Panama City Beach, FL 32413

PROJECT NAME	VALID THRU	PAYMENT TERMS	FOB	LEAD TIME
Helmets - GH Armor	2/28/2019	Net 30	Destination	

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
SPECIAL INST	Special Instructions: HELMETS OFFERED WITH A 5-YEAR BALLISTIC WARRANTY **Calculates to \$489.22 per helmet which is \$97.84 per year		0.00	0.00
GH-HB2-ACH-F-RET	ACH IIIA Full-Cut Helmet w/Mesh and Ratchet Retention Suspension	55	370.50	20,377.50
GH-HB2-ACH-H-RET	ACH IIIA Mid-Cut OR High-Cut Helmet w/Mesh and Ratchet Retention Suspension	10	370.50	3,705.00
GH-HB2-ACH-RAIL2	Rail Set for ACH Helmet	65	98.80	6,422.00
GH-HB2-ACH-VEL2	Velcro Kit for ACH Helmet	65	13.00	845.00
SHIPPING	Shipping & Handling	1	450.00	450.00

Visit us online at www.GLDISTRIBUTORS.com <i>"PROTECTING THOSE COMMITTED TO STANDING IN HARM'S WAY"</i>	Subtotal	\$31,799.50
	Sales Tax (6.0%)	\$0.00
	TOTAL	\$31,799.50

AGENDA ITEM # 3

Quote Provided by: Mark Altman *Mark Altman*



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298 Ext. 0000

Quote	QTE0094272
Date	8/27/2018
Page:	1

Bill To:

Panama City Police Dept (FL)
 Attn: Accounts Payable
 PO Box 1880
 Panama City FL 32402

Ship To:

Panama City Police Dept (FL)
 1209 E. 15th St.
 Attn:
 Panama City FL 32405

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
2018-08-27 PTA BID	009917	RBELL	FACTORY DIRECT	NET 30	0/0/0000	1,837,563
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
65	PTA-DELTA4-MC-TW*	Protech Delta 4 Mid-Cut w/Team Wendy	Each	\$511.06	\$33,218.90	
		Same price for Full, Mid, or High-Cut				
65	PTA-RAIL-SET-BLK*	ProTech Delta4 Rail Set - Black	EA	\$72.00	\$4,680.00	
65	PTA-1188065*	Protech Helmet Velcro Kit, Black	EA	\$21.60	\$1,404.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Jocelyn Fultz. Thank You.

Subtotal	\$39,302.90
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$39,302.90

ATTN: CAPTAIN RICH MCCLANAHAN
CITY OF PANAMA CITY
BEACH POLICE DEPARTMENT
17115 PANAMA CITY BEACH
PANAMA CITY BEACH, FL 32413
RFP# 083118. PCBPD
BALLISTIC HELMETS-POLICE DEPARTMENT
DUE: 8/31/2018 @ 12:00 PM

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Subgrant Recipient

Organization Name: City of Panama City Beach
County: Bay

Chief Official

Name: Mike Thomas
Title: Mayor
Address: 110 South Arnold Road
City: Panama City Beach
State: FL **Zip:** 32413-2140
Phone: 850-233-5100 **Ext:**
Fax:
Email: mthomas@pcbgov.com

Chief Financial Officer

Name: Holly White
Title: City Clerk
Address: 110 South Arnold Road
City: Panama City Beach
State: FL **Zip:** 32413-2140
Phone: 850-233-5054 **Ext:** 2402
Fax: 850-233-5013
Email: hwhite@pcbgov.com

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Implementing Agency

Organization Name: Panama City Beach Police Department
County: Bay

Chief Official

Name: Drew Whitman
Title: Chief of Police
Address: 17110 Firenzo Street
City: Panama City Beach
State: FL **Zip:** 32413-2128
Phone: 850-233-5000 **Ext:**
Fax: 850-233-5013
Email: dwhitman@beachpolice.org

Project Director

Name: Danny McDonald
Title: Lieutenant
Address: 17115 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-5227
Phone: 850-233-5000 **Ext:**
Fax:
Email: dmcdonald@beachpolice.org

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



General Project Information

Project Title: BALLISTIC HELMETS
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 10/1/2018 **End Date:** 9/30/2019

Problem Identification

Recently, multiple agencies responded to an active shooter call to assist on Beck Avenue in Panama City. None of the Panama City Beach Police Department (PCBPD) officers had any type of ballistic headgear available. This circumstance caused the PCBPD to realize there is a need for additional ballistic protection for its officers. The purchase of these helmets will provide our officers with the much needed protection when responding to these dangerous situations. It is very well known that active shooters will intentionally target an officer's head for maximum effectiveness. This type of head-targeting is taught in video games, movies, and on the internet. This type of threat occurs at schools, government functions, and other places where people gather. Having this equipment issued to each officer, accompanying the hard active shooter vests they already have, is crucial to saving lives. The award of this grant money will help mitigate that threat to our officers.

Currently the budget for the City of Panama City Beach will not make allowances to provide for the sixty five (65) ballistic helmets, rail kits and velcro kits. Grant funding will provide the assistance necessary for this essential equipment that will ensure the safety of PCBPD officers and provide for the continued delivery of effective police services.

Project Summary (Scope of Work)

The City of Panama City Beach Police Department proposes to utilize grant funding to purchase sixty five (65) level IIIA ballistic helmets for its officers. Rail kits and Velcro kits will also be purchased for each helmet. These helmets have the capability of providing increased protection against high velocity weapons such as 9mm and .44 magnum hand guns, 7.62 and 5.56 rifles and even explosive devices with the potency to deliver a devastating dose of shrapnel. The integrity of these new helmets will provide added protection against the greater risk of injury or even death and will serve to eliminate an elevated level of risk that currently exists due to the absence of this protective head gear. The helmets are made from kevlar and other ballistic materials; which include mounting rails for optional lighting, digital recorders, and/or communication devices. The helmets will only be used in tactical operations for enhanced protection against ballistic capabilities of high velocity weapons. The helmets are also equipped with fold-down clear face shields, which would give the officers an added layer of protection during riot or crowd control situations. This grant funding would give 65 of our police officers the added protection during an active shooter scenario. By the end of January 2019, quotes will be gathered, a vendor selected and a purchase order submitted for sixty five (65) Ballistic Helmets with rail and Velcro kits. This equipment will be ordered by the Project Director and issued to officers in the field by the end of March 2019.

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the equipment listed above in the SOW.

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: City of Panama City Beach, Bay County, Florida

Question: What is the address of the location being used to provide services for this project?

Answer: 17115 Panama City Beach Parkway
Panama City Beach, FL 32413

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Municipal Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 10000

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 12018

AGENDA ITEM #

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Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

AGENDA ITEM # 3

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: None

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: none of the above

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: We attend community traffic safety meetings once a month, conduct social media activities on a daily basis with important/emergent information, and we deliver food and toys to families in need twice a year; Thanksgiving and Christmas

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: We host an auxiliary police program and a citizens assisting police program (CAP)

AGENDA ITEM #

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Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



We host an auxiliary police program and a citizens assisting police program (CAP)

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Provide officers with ballistic helmets for added protection against the greater risk of injury or even death, to eliminate an elevated level of risk that currently exists due to the absence of this protective head gear.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None foreseen

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Purchase 65 Ballistic Helmets with rail and Velcro kits and issue them officers in the field.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: yes

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596045116

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$31,362.50	\$0.00	\$31,362.50
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$31,362.50	\$0.00	\$31,362.50
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

AGENDA ITEM #

3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Budget Narrative:

The \$31,362.50 listed in the expenses category includes 100% of the purchasing price of the following equipment:

- 65 Ballistic helmets (\$425.00 each) Total \$27,625
- 65 Ballistic helmet rail kits (\$42.50 each) \$2,762.50
- 65 Velcro helmet kits (\$15.00 each) \$975

All the above equals \$31,362.50

There is no Shipping and Handling cost.

Any expenditures over the cost of allocated JAG funding will be paid by the City of Panama City Beach.

There is an included one year warranty on Workmanship and Equipment, which is included in the price.

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Competitive bid

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: n/a

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: n/a

AGENDA ITEM #

3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

AGENDA ITEM # 3

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

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DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant 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, 6304, 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 awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide 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.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation

at 48 CFR Subpart 2.1 (Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is 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.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

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not reflect the actions a prudent person would take in the circumstances.

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 C.F.R. 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 \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is 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.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

- 1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.
- 2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and

the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

- 3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.
- 5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient 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.

Another federal law generally prohibits federal funds from being used by 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 modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this

condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

12.0 Such background investigations shall be conducted at the expense of *the employing agency or employee*. **Privacy Certification** - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any

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party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment -** The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act -** The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 Immigration and Nationality Act -** No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964 -** The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."
- 4.0 Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act -** Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) -** Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975 -** Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP) -** In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination -** In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.
- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management

systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.
- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).
- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director,

Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or

services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

- 7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

- 8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about

such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

- 4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

- 5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient 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.
- 6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

- 7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>.

- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

- 9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

- 10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price

is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also [Chief Financial Officer Memorandum No. 02](#) (2012-2013).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 **Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per

eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 12.0 **Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

- 1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance 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 subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

- 14.0 Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant

award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 15.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

- 1.0** In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

- 2.0** A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.
- 3.0** Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)**

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient 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.

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If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) 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;
- 3) A renovation, lease, or any other 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;
- 4) 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 educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection

of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

- 6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

- 7.0 **Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- 9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

AGENDA ITEM # 3

other outreach to decrease crashes caused by distracted drivers.

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with 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 (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those 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 being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in

persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc.
are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

AGENDA ITEM # 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Insert Certifications and Authorizations here.

AGENDA ITEM # 3

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department/Chief Drew R. Whitman

2. MEETING DATE:

02/14/19

3. REQUESTED MOTION/ACTION:

Budget Amendment/JAG-D grant: Police Tactical Communication Headsets

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On 01/30/2019, the Panama City Beach Police Department received notification of approval for the 2019 JAG-D Police Tactical Communication Headsets grant. The Department has a tactical team consisting of 12 police officers. Currently the only means of radio communication is their police radio and lapel microphone. This proves problematic when trying to coordinate events and/or maneuvers, such as tactical responses to an emergency situation. The need for this tactical communication system is mission essential; the funds from this grant would help facilitate the purchase of such a system.

AGENDA ITEM # 4

RESOLUTION 19-58

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; APPROVING THE PURCHASE OF 12 TACTICAL COMMUNICATION HEADSETS FROM LOU'S POLICE DISTRIBUTORS, INC. IN THE TOTAL AMOUNT OF \$8640; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, On January 30, 2019, the City was awarded the Edward Byrne Memorial Justice Assistance Grant in the amount of \$8,344.00 for the project entitled POLICE TACTICAL COMMUNICATION HEADSETS; and

WHEREAS, a budget amendment is necessary to reflect the total revenue of \$8,344.00 to be received from the grant and the expenditure of a like amount for items requested in the grant agreement.

NOW THEREFORE BE IT RESOLVED by the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Lou's Police Distributors, Inc. relating to the purchase of 12 tactical communication headsets in the total amount of Eight Thousand, Six Hundred Forty Dollars (\$8,640.00), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #13 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. This Resolution 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 February, 2019.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

Lou's Police Distributors, Inc.

7815 West 4th Ave
 Hialeah, FL 33014
 Phone (305) 416-0000 Fax (305) 824-9205



Quotation

Date February 8, 2019

Quotation valid for 30 days
 Prepared by: Andy Simmons

TO:

Panama City Beach Police Department	Andy Simmons
CPT Rich McClanahan	andy@louspolice.com
	727/686-6695

Item Number	Description	QTY	Price per Unit	Extension
CTB2_D_JEDI/LBKB	TCI Liberator II BTH left Mic Black - Jedi	12	\$ 720.00	\$ 8,640.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$ 8,640.00

AGENDA ITEM # 4

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 13

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.60-10	Capital Outlay < \$5,000	145,550.00	8,344.00	153,894.00
TO	001-0000-331.20-31	FDLE JAG Police Tactical Communication Headsets	0.00	(8,344.00)	(8,344.00)
		Check Adjustment Totals:	145,550.00	0.00	145,550.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect the award of FDLE Justice Assistance Grant 2019-JAGD-BAY-1-N3-011 and appropriate the expenditure of funds for (12) tactical communication headsets

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

4

AGENDA ITEM #

EXHIBIT B

HOME PRODUCTS COMMUNICATIONS LIBERATOR II SERIES



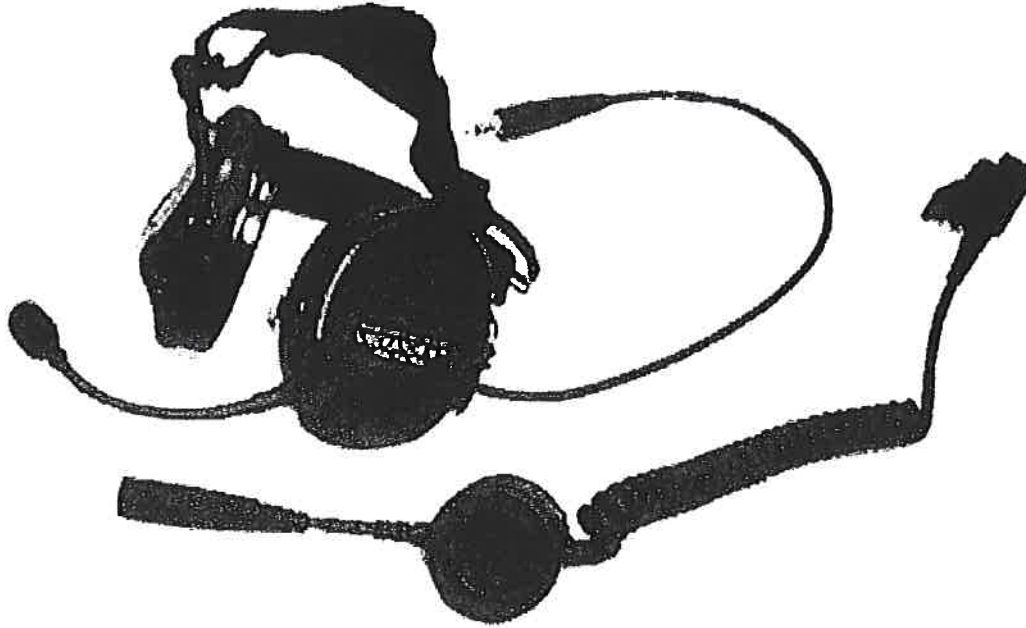
TCI Special Forces Liberator II Tactical Headset with Integrated Digital Hearing Protection (with TCI Tactical PTT)

MODEL: | SKU:1177522 | Part:CTB2_D_SAB/LBKB-AM-1

TCI's Liberator II™ tactical headset provides an exceptional convergence of communications and hearing protection and was designed to military durability standards and offers low-profile ear-cups for compatibility with various tactical helmets, state of the art digital sound processing for optimal reproduction of environmental sounds and leading radio frequency (RF) shielding. Patented Digital Threat Compression Technology (DTCT) safely reduces hazardous ambient sounds while simultaneously providing the user with continuous situational awareness. These progressive attributes, as well as an array of others, enable the Liberator II™ tactical headset to be worn comfortably under MICH, ACH, PASGT, Ops-Core™, and other ballistic helmets and provide the performance that supports operator safety and mission completion. Our robust design includes an industry-leading, dual-layer waterproofing process for phenomenal protection of electronic components and vastly increases the lifespan of the equipment.

Be the first to review this product

[WRITE A REVIEW](#)



1. Radiol:

MOTOROLA SABER SERIES

2. Suspension:

BEHIND THE HEAD SUSPENSION

3. Boom Microphone Side:

LEFT SIDE - RIGHT HANDED OPERATORS

4. Color:



Quantity

1

\$895.00

Ships within 14 days, special order items may take longer.

ADD TO CART

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Subgrant Recipient

Organization Name: City of Panama City Beach

County: Bay

Chief Official

Name: Mike Thomas

Title: Mayor

Address: 110 South Arnold Road

City: Panama City Beach

State: FL **Zip:** 32413-2140

Phone: 850-233-5100 **Ext:**

Fax:

Email: mthomas@pcb.gov

Chief Financial Officer

Name: Holly White

Title: City Clerk

Address: 110 South Arnold Road

City: Panama City Beach

State: FL **Zip:** 32413-2140

Phone: 850-233-5054 **Ext:** 2402

Fax: 850-233-5013

Email: hwhite@pcb.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Implementing Agency

Organization Name: Panama City Beach Police Department

County: Bay

Chief Official

Name: Drew Whitman

Title: Chief of Police

Address: 17110 Firenzo Street

City: Panama City Beach

State: FL **Zip:** 32413-2128

Phone: 850-233-5000 **Ext:**

Fax: 850-233-5013

Email: dwhitman@beachpolice.org

Project Director

Name: Danny McDonald

Title: Lieutenant

Address: 17115 Panama City Beach Parkway

City: Panama City Beach

State: FL **Zip:** 32413-5227

Phone: 850-233-5000 **Ext:**

Fax:

Email: dmcdonald@beachpolice.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

General Project Information

Project Title: POLICE TACTICAL COMMUNICATION HEADSETS
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 10/1/2018 **End Date:** 6/30/2019

Problem Identification

The Panama City Beach Police Department has a tactical response team that consists of 12 police officers. Currently the only means of radio communication is their police radio and lapel microphone. This proves problematic when trying to coordinate events and/or maneuvers. Clear and effective communication can be difficult during critical incidents and creates an officer safety hazard, because operating the lapel microphone requires the officer to remove his/her hand to operate the radio. The need for a tactical headset and microphone radio is mission essential for effective communication and officer safety.

Currently the budget for the City of Panama City Beach will not make allowances to provide for twelve (12) tactical headsets with microphones. Grant funding will provide the assistance necessary for this essential technology that will ensure the integrity and professionalism in the delivery of police services.

Project Summary (Scope of Work)

The Panama City Beach Police Department proposes to utilize the awarded grant funds toward the purchase of tactical headsets and microphones for the tactical response unit; which consists of 12 police officers. This equipment is crucial to effectively communicate with other officers and agencies with officer safety being paramount. Tactical headsets will provide the clearest ambient listening ability with talk-through capabilities, equipping officers on the tactical response team with the ability to communicate clearly when the need is greatest. These headsets provide quick suppression of impact noise and can be worn under ballistic helmets. This technology provides a crucial element of safety for the officers on this team and ultimately for the citizens of Panama City Beach. By the end of January 2019, quotes will be gathered, a vendor selected and a purchase order submitted for twelve (12) tactical headsets with microphones. This equipment will be ordered by the Project Director and issued to officers on the response team by the end of March 2019.

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

All activities discussed in the scope of work or project deliverables are for the twelve (12) tactical headset and microphone communication systems.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

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Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 3

Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: Panama City Beach

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 12018

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

Answer: 17115 Panama City Beach Parkway
Panama City Beach FL 32413

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Municipal Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 10000

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Answer: na

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: No

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: We attend community traffic safety meetings once a month, conduct social media activities on a daily basis with important/emergent information, and we deliver food and toys to families in need twice a year; Thanksgiving and Christmas.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: We host an auxiliary police program and a citizens assisting police program (CAP)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

[REDACTED]

We host an auxiliary police program and a citizens assisting police program (CAP)

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: With the purchase of 12 tactical headsets with microphones, the PCBPD will enhance the communication ability among its tactical response officers and provide for an increased level of safety during hazardous tactical operations.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: No

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No barriers expected

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Not at this time

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Once the purchase is made, the members issued these headsets will begin training with them.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct



Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596045116

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$8,344.00	\$0.00	\$8,344.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$8,344.00	\$0.00	\$8,344.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Budget Narrative:

Expenses Budget Category

The \$8,344.00 listed in the expenses category includes about 97% of the purchasing price of the following equipment:

Twelve (12) Tactical Headsets with microphones included as a part of the headset. (\$720.00 each)

All of the above equals approximately \$8,640.00

Total Grant Expenses Awarded: \$8,344.00

Any expenditures over the cost of allocated JAG funding will be paid by the City of Panama City Beach.

Shipping and Handling will be included in the purchase price.

Warranties on all equipment are factory warranties and are included in the purchase price.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: n/a

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: n/a

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: n/a

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: n/a

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: The procurement process is through direct quotation.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant 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, 6304, 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 awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide 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.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation

at 48 CFR Subpart 2.1 (Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is 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.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

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 C.F.R. 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 \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is 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.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and

the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient 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.

Another federal law generally prohibits federal funds from being used by 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 modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this

condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

12.0 Such background investigations shall be conducted at the expense of the *employing agency or employee*. Privacy Certification - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

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finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.
- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management

systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.
- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).
- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director,
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Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or

services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

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Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

- 7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

- 8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about

such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient 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.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price

is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also [Chief Financial Officer Memorandum No. 02](#) (2012-2013).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

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program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per

eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

- 1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance 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 subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

- 14.0 Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant

award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 15.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at www.it.ojp.gov/gso_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

- 1.0** In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

- 2.0** A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.
- 3.0** Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient 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 grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) 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;
- 3) A renovation, lease, or any other 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;
- 4) 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 educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at

<https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection

of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

- 6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

- 7.0 **Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- 9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with 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 (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those 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 being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in

persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers, whiteout, etc.
are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

AGENDA ITEM # 4

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



Insert Certifications and Authorizations here.

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

FIRE/ADMIN

2. MEETING DATE:

FEBRUARY 14, 2019

3. REQUESTED MOTION/ACTION:

APPROVE AGREEMENT AND BUDGET AMENDMENT TO PURCHASE LAND FOR CITY'S THIRD FIRE STATION

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE CITY HAS NEGOTIATED THE ACQUISITION OF 2.85 ACRES OF LAND FROM THE ST. JOE COMPANY ON WHICH TO BUILD THE CITY'S THIRD FIRE STATION. THE LAND IS LOCATED IN THE NAUTILUS NORTH SUBDIVISION, AND IS ADJACENT AND SOUTH OF THE CITY'S WASTEWATER TREATMENT PLANT. THE LAND ENJOYS A DEDICATED EASEMENT FOR ACCESS AND UTILITIES, WHICH WILL ENABLE CITY VEHICLES TO EXIT THE PLANT AND FIRE STATION ONTO NAUTILUS STREET.

THE AGREEMENT CONTEMPLATES ST. JOE'S DONATION OF 2 ACRES OF LAND, AND THE CITY'S PAYMENT FOR THE REMAINING .85 ACRE SITE, FOR A PURCHASE PRICE OF \$131,750. A BUDGET AMENDMENT HAS BEEN PREPARED TO FUND THE PURCHASE FROM THE CITY'S RESERVES.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 19-59

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH THE ST. JOE COMPANY RELATED TO THE CONVEYANCE OF APPROXIMATELY 3 ACRES OF VACANT LAND FOR THE FIRE STATION 3 SITE IN THE AMOUNT OF \$131,750; AND AUTHORIZING A BUDGET AMENDMENT TO FUND THE PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company, relating to the donation of approximately 2 acres of land and the purchase of approximately .85 acre of vacant land located in the Nautilus North Commercial Subdivision for the Fire Station 3 site, in the basic amount of One Hundred Thirty One Thousand, Seven Hundred Fifty Dollars (\$131,750), 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 following budget amendment (# 15) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to provide for the expenditure for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

AGENDA ITEM # 5

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the date on which the final signature of the parties is affixed hereto (the "Effective Date") by and between **THE ST. JOE COMPANY**, a Florida corporation, and **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company (collectively, "Seller"), and the **CITY OF PANAMA CITY BEACH**, a municipal corporation ("Buyer").

WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

Section 1.0 General Outline of Transaction. Seller hereby agrees to sell and convey by statutory warranty deed, and Buyer hereby agrees to purchase and pay for, all that certain real estate encompassing approximately 2.85 acres of land located in Panama City Beach, Bay County, Florida, described as follows:

Lot 1 of the Plat of Nautilus North, according to the plat thereof recorded in Plat Book 26, Page 85, in the official records of Bay County, Florida.

("Property").

Section 2.0 Purchase Price and Property to be Conveyed. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at "Closing", as hereinafter defined, One Hundred Thirty One Thousand Seven Hundred Fifty and 00/100 Dollars (\$131,750) (the "Purchase Price").

2.1 Deposit. Upon Buyer's execution hereof, Buyer shall deliver to Watersound Title Agency, LLC at the address specified in Section 12.0 ("Escrow Agent"), the sum of Ten Thousand and No/100 Dollars (\$10,000.00 "Deposit"). At Closing, as hereinafter defined, the Deposit shall be applied against the Purchase Price and paid by Escrow Agent to Seller. The Purchase Price shall be paid by Buyer at Closing in cash, plus or minus net adjustments as provided herein. At Closing, as hereinafter defined, the Deposit shall be applied against the Purchase Price and paid by Escrow Agent to Seller. The Purchase Price shall be paid by Buyer at Closing in cash, plus or minus net adjustments as provided herein.

2.2 Escrow. The Deposit shall be delivered to Escrow Agent, and Escrow Agent shall hold and deliver same in accordance with the terms of this Agreement. Escrow Agent shall at all times be authorized to deliver the Deposit in accordance with the terms of this Agreement or with written instructions executed by both Seller and Buyer. In the event that Escrow Agent shall receive a written claim of default by either Buyer or Seller against the other, then Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent shall have received joint written instructions from Seller and Buyer as to the proper delivery of the Deposit or Escrow Agent has received direction from a court of competent jurisdiction as to the proper party entitled to receipt of the Deposit. Escrow Agent shall be authorized to file an action in interpleader to determine the proper party entitled to the Deposit, and the defaulting party, as determined by such proceeding, shall indemnify (without waiving its sovereign immunity and subject to the limitations on liability for Buyer under §768.28, Florida Statutes) and hold harmless Escrow Agent from all costs and expenses including legal fees associated with such proceeding. Escrow Agent may act in reliance upon any writing or instrument or signature which it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the

"Exhibit A"

AGENDA ITEM # 5

provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor as to the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping of the Deposit, and for the disposition of same in accordance with this Agreement. Escrow Agent hereby executes this Agreement for the sole and exclusive purpose of evidencing its agreement to the provisions of Sections 2.1 and 2.2 hereof, and to acknowledge receipt of the Deposit.

2.3 **Conveyance of Easement.** As purchaser of Lot 1, Buyer will obtain the use and benefit of a dedicated sixty five (65) foot wide, non-exclusive permanent easement across Seller's adjacent property for purposes of ingress and egress and utilities to serve the Property ("Easement"). Buyer shall construct, maintain and repair any and all improvements necessary to serve the Property for ingress and egress and utilities within the Easement at Buyer's sole cost and expense. Seller agrees to grant Buyer a license or expand portions of the Easement to land contiguous to the Easement for stormwater purposes, if those stormwater needs cannot be satisfied within the boundaries of the sixty five (65) foot wide Easement.

Section 3.0

3.1 Inspection. Buyer and its agents, at their own risk and expense, at any time prior to the expiration of a period ending ten (10) days after the Effective Date (the "Feasibility Period"), shall have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property. Notwithstanding the foregoing, Buyer may not conduct any tests or procedures for environmental contamination without Seller's prior written consent. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition and shall indemnify (without waiving its sovereign immunity and subject to the limitations on liability for Buyer under §768.28, Florida Statutes) and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the exercise of such privilege. Buyer's indemnity set forth herein shall survive the Closing of this Agreement or the termination of this Agreement. Buyer shall have the right, which may be exercised by delivering written notice to Seller at any time during the Feasibility Period, to terminate this Agreement for any reason which Buyer, in its sole discretion, deems appropriate. Upon delivery of written notice of termination to Seller, this Agreement will be null and void and the parties hereto will have no further rights or obligations hereunder except as set forth in this Section 3.0 and Buyer will deliver to Seller a copy of all studies, reports, audits, surveys, investigations and other information concerning the Property prepared by or at the direction of Buyer. Upon such termination, the Deposit shall be returned to Buyer by Escrow Agent.

3.2 License. Upon its execution of the Agreement, Seller hereby grants a License to Buyer, its employees, agents, contractors and persons under their direction and control (collectively, "Contractors"), to enter the Property to inspect, examine, survey and otherwise perform such work or conduct such tests, inspections, studies or other evaluations as Buyer may deem necessary in conjunction with Buyer's development of the Property and construction of a Fire Station thereon. Buyer acknowledges and agrees that Buyer and all persons under Buyer's direction and control, as well as any other person on the Property because of Licensee, shall at all times exercise due care for their own personal safety and the safety of the Property and Buyer shall indemnify Seller (without waiving its sovereign immunity and subject to the limitations on liability for Buyer under §768.28, Florida Statutes) and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the exercise of such privilege. This License shall terminate upon Closing.

Section 4.0 **Condition of the Land: Disclaimer of Representations.** Buyer hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement, (a) Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning (i) the nature and condition of

the Property, including but not limited to, the water, soil, and geology, and the suitability thereof, for any and all activities and uses which Buyer may elect to conduct thereon, (ii) except for any warranties contained in the Deed, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, and (iii) the compliance of the Property or the operation thereof with any laws, rules, ordinances, or regulations of any governmental entity or other body; (b) Seller makes and has made no warranty, express or implied, with regard to the accuracy of any information furnished to Buyer, and Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, and that no representations have been made by Seller, its agents, employees or affiliates in order to induce Buyer to enter into this transaction other than as expressly stated herein; (c) Seller does not represent or warrant that any government approval has been given for development on the Property, and Buyer shall be solely responsible for making application, obtaining and paying for the cost of all permits, licenses, authorizations and approvals from the appropriate governmental or quasi-governmental entities having jurisdiction over the Property, that are necessary or desirable for Buyer to develop the Property for any and all activities and uses which Buyer may elect to conduct thereon, including without limitation, any drainage or stormwater retention facilities; (d) Buyer is relying solely upon its own investigations and inspections made during the Feasibility Period to make a complete and thorough examination of all portions of the Property and, on the basis of its inspection, (i) Buyer will be thoroughly familiar with all portions of the Property including without limitation, whether or not hazardous or toxic materials are or have heretofore been located on or under or generated from any portion of the Property, zoning, land use, development restrictions and requirements, utility availability and hook-up costs, and all other matters relevant to Buyer, and (ii) Buyer will determine that the condition of all portions of the Property is satisfactory to Buyer; (e) Buyer shall purchase and accept every portion of the Property in its "as is" condition with all faults, without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the Deed (as hereinafter defined) at Closing, Buyer shall be conclusively deemed to have accepted the Property in its "as is" condition; (f) Buyer shall purchase and accept the Property subject to any oil, gas and mineral interests which may exist on the Property; (g) Buyer shall hold Seller harmless from all damages and consequences arising from any adverse conditions (including without limitation, the existence of any hazardous or toxic substances) on the Property which are created after the Closing Date; and (h) except as otherwise specified in the Deed, Seller makes NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, CONCERNING ANY PORTION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS. The provisions of this Section shall survive Closing and delivery of the Deed.

Section 5.0 Survey and Title.

5.1 Survey. Seller shall provide, at its sole cost and expense, and as soon as practicable after the Effective Date, a boundary survey of the Property prepared by a licensed Florida land surveyor (the "Survey"). The Survey shall be certified to Buyer, Seller and Title Insurer, as defined in Section 5.2 of this Agreement, and shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida State Board of Land Surveyors pursuant to Chapter 472 of the Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

5.2 Owner's Title. Seller shall obtain and deliver to Buyer within fifteen (15) days after the Effective Date, an owner's title insurance commitment with copies of all exceptions (the "Commitment") issued by a title insurance company licensed in Florida ("Title Insurer"), committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price.

5.3 Buyer's Review. Buyer shall have ten (10) days after receipt of the Commitment or Survey, whichever is the last to be received, in which to determine the nature of any objections to the Property in those matters or facts disclosed by the Commitment and the Survey. Any matters which are not

disclosed in writing to Seller by Buyer as objectionable (“Buyer’s Objections”) during said ten (10) days, or which are accepted by Buyer, or are restrictions on title otherwise permitted herein, shall be considered “Permitted Encumbrances.” Notwithstanding anything to the contrary in this Agreement, any and all oil, gas and mineral interests which encumber the Property shall be considered Permitted Encumbrances. Seller may, at its option, use reasonable efforts to remedy or remove any of Buyer’s Objections or obtain title insurance against the same. If Seller and Buyer have not reached an agreement to resolve Buyer’s Objections within 30 days following Seller’s receipt thereof (“Title Resolution Period”), then Buyer may, at its option, either (i) terminate this Agreement no later than 5 days after expiration of the Title Resolution Period upon written notice to Seller and receive a refund of the Deposit and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) take title as it then exists without reduction in the Purchase Price. In the event Buyer fails to timely terminate this Agreement under option (i) immediately above, then Buyer shall have waived its right to terminate this Agreement as permitted under option (i) immediately above.

Section 6.0 Deed of Conveyance. Seller shall convey title to the Property by special warranty deed (the “Deed”), subject to ad valorem taxes for the current year and subsequent years, **the provisions set forth in Sections 27.0 28.0, 29.0, 30.0 and 31.0**, and the Permitted Encumbrances.

Section 7.0 Casualty and Eminent Domain. Except as provided in Section 3.0, risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained, prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer’s option, (i) this Agreement shall become null and void and the Deposit shall forthwith be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within 10 days after Seller shall have notified Buyer, in writing, of such taking or proposed taking or casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

Section 8.0 Real Estate Commission. Buyer and Seller represent and warrant each to the other that no broker or finder was instrumental in arranging or bringing about this transaction. Each party agrees to hold harmless the other from and against any and all claims, damages, expenses (including reasonable attorneys’ fees and court costs) and liabilities of any nature whatsoever asserted against or incurred by either party in connection with claims of any entity with whom such party may have consulted, dealt or negotiated. The provisions of this Section shall survive the Closing and delivery of the deed.

Section 9.0 Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the “Closing” or “Closing Date”) shall take place at Escrow Agent’s office within twenty (20) days after the expiration of the Feasibility Period, unless otherwise expressly extended by the terms hereof. Closing may take place by mail or on an earlier date as agreed to by the parties.

Section 10.0 Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

Section 11.0 Closing Costs. Buyer shall pay for (i) the Survey; (ii) documentary stamp tax on the Deed; (iii) recording fees; (iv) Buyer’s attorneys’ fees; (v) all costs of financing, if any; and (vi) lender’s title policy, if any. Seller shall pay for (i) the Commitment and owner’s title policy; and (ii) Seller’s attorneys’ fees. Buyer and Seller shall prorate ad valorem taxes and assessments against the Property as of the Closing Date.

Section 12.0 Notices. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by electronic means including email, addressed to the other parties as follows (or to such other place as any party may by notice to the others specify):

To Seller: The St. Joe Company and St. Joe Timberland Company of Delaware,
L.L.C.

 133 S. Watersound Parkway
 Watersound, FL 32461
 Attention: Dan Velazquez
 Telephone Number: 850-231-7413
 Email: dan.velazquez@joe.com

With a copy to: The St. Joe Company
 133 S. Watersound Parkway
 Watersound, FL 32461
 Attention: Lisa Walters, Esq.
 Telephone Number: 850-231-6575
 Email: lisa.walters@joe.com

To Buyer: City of Panama City Beach
 110 South Arnold Avenue
 Panama City Beach, FL 32407
 Attention: Mario Gisbert, City Manager
 Telephone Number: 850-233-5100
 Email: mgisbert@pcb.gov

With a copy to: Hand Arendall Harrison Sale LLC
 304 Magnolia Avenue
 Panama City, FL 32401
 Attention: Amy Myers
 Telephone Number: 850-769-3434
 Email: amyers@hsmclaw.com

To Escrow Agent: Watersound Title Agency, LLC
 133 S. Watersound Parkway
 Watersound, FL 32461
 Attention: Christine McClure
 Telephone Number: 850-231-6579
 Email: christine.mcclure@joe.com

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

Section 13.0 Remedies. In the event that Buyer, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Buyer prior to Closing, then Seller shall be entitled to retain the Deposit, as

full liquidated damages and as Seller's sole and exclusive remedy for such default, the parties hereto acknowledging that it is impossible to estimate or ascertain precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of the Deposit is intended not as a penalty but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for specific performance of the Agreement or to recover actual damages. In the event that Seller, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Seller prior to Closing, then Buyer may as its sole remedy either (i) treat this Agreement as terminated, and all payments and Deposits made hereunder shall be returned to Buyer, or (ii) treat this Agreement as being in full force and effect with a right to an action for specific performance. Buyer may not maintain an action for specific performance unless (a) Buyer posts a bond, at the time the action is filed, equivalent to 15% of the Purchase Price to be held by the court for the purpose of providing for Seller's damages caused by the filing of the action in the event that Buyer's action is found to be without merit; and (b) Buyer files a verified complaint which alleges that Buyer had the financial ability to perform under this Agreement and attaches to the complaint evidence of Buyer's financial ability to perform at the time of Seller's alleged default. Buyer waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing. In the event Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof subsequent to Closing, then Buyer and Seller shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific enforcement.

Section 14.0 State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida if the Property is located within the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 15.0 Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida. Venue of any judicial proceedings shall be in Bay County, Florida.

Section 16.0 Assignment. Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

Section 17.0 Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

Section 18.0 Acceptance. This agreement and purchase is wholly contingent upon the City of Panama City Beach City Council voting to approve this contract on or before June 28, 2018. If the decision is "yes", this Contract shall continue in force and effect. If the decision is "no", this Agreement shall thereafter be null and void and neither party shall have any liability or obligation hereunder.

Section 19.0 No Recording. Recording of this Agreement or any memorandum thereof by Buyer is prohibited.

Section 20.0 Intentionally omitted.

Section 21.0 Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one original, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

Section 22.0 Further Assurances. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement. Nothing within this Agreement shall be construed to be a waiver of the Buyer's sovereign immunity or a waiver or extension of the provisions of Section 768.28, Florida Statutes.

Section 23.0 Attorneys' Fees. In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees from the non-prevailing party and costs and expenses of such litigation whether at the trial level or on appeal.

Section 24.0 Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

Section 25.0 Confidentiality. Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's investigation of the Property, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, commissioners, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in its sole discretion. However, nothing herein shall prevent the Buyer from complying with the requirements of Florida's public records law, Chapter 119, Florida Statutes, compliance with which will not be considered a violation of this Agreement.

Section 26.0 Intentionally Deleted.

Section 27.0 Right of First Refusal.

27.1 **Transfer.** In the event that Buyer decides to assign, sell, lease, transfer, hypothecate, convey or grant (whether voluntarily or otherwise) all or any portion of Buyer's right, title or interest of any kind or nature in and to the Property to a third party (any of which shall be referred to hereinafter as a "Transfer"), Buyer shall provide Seller with a copy of a bona fide, written offer (the "Offer") from an arms-length third party who proposes to be the transferee (the "Proposed Transferee"), setting forth all of the terms and conditions of the Transfer. Seller shall have the right for a period of 15 days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from Buyer to the Proposed Transferee on the terms and conditions set forth in the Offer (the "Right of First Refusal").

27.2 **Exercise.** Seller shall exercise its Right of First Refusal by giving written notice to Buyer, specifying a date not earlier than 30 days and not later than 60 days after the date of Seller's receipt of the Offer, on which Seller will complete the closing on the Transfer. In the event that Seller does not elect to exercise its Right of First Refusal, Buyer shall be free to complete the Transfer to the Proposed Transferee in accordance with the Offer. If any of the material terms or conditions of the Offer change prior to the closing with the Proposed Transferee, Buyer must give written notice of such change to Seller, and Seller shall again have a 15 day period during which it may elect to acquire the interest of Buyer proposed to be transferred by Buyer on the terms and conditions set forth in the revised Offer.

27.3 Duration. In the event that Seller does not elect to exercise its Right of First Refusal as aforesaid, the Proposed Transferee and every subsequent owner of the Property (and Buyer, if the original Proposed Transferee fails to complete the closing on the Transfer) shall remain bound by the terms and provisions of this Section, and any subsequent proposed Transfer shall again give rise to Seller's Right of First Refusal to acquire the interest proposed to be transferred, in accordance with the provisions of this Section. The Right of First Refusal shall terminate upon completion of construction of improvements on the Property.

27.4 Survival. The provisions of this Section 27.0 shall survive Closing.

27.5 Recorded Notice. A Notice of Right of First Refusal, in form and substance satisfactory to Seller, shall be executed by Buyer and Seller at Closing, and recorded in the public records of Bay County, Florida.

Section 28.0 Permitted Use. For a period of twenty (20) years after the Closing Date, the Property shall be used and developed generally for any municipal purposes ("Permitted Use"). The terms of this Section 28 shall survive closing and shall be incorporated in the Memorandum of Agreement referenced in Section 29.9 below.

Section 29.0 Repurchase Option. For a period of twenty (20) years from the Closing Date, Seller shall have a right to repurchase the Property as described below. For purposes of this Section, the term "Buyer" shall include any of Buyer's successors and assigns in interest in the Property.

29.1 Use Default. The following events shall constitute a "Use Default": (i) Buyer's failure to commence construction of the Improvements on the Property within twenty-four (24) months after the Closing Date; (ii) Buyer's failure to complete construction of the Improvements on the Property within thirty-six (36) months after the Closing Date; (iii) Buyer's use of any portion of the Property for other than the Permitted Use; or (iv) Buyer's failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, which failure continues for longer than 30 days after Seller gives Buyer written notice thereof.

29.2 Remedies. Upon the occurrence of a Use Default, Seller may elect to repurchase the Property in accordance with and subject to the terms, conditions and limitations set forth in this Section ("Repurchase Option").

29.3 Exercise. If Seller concludes that a Use Default has occurred and desires to exercise its Repurchase Option, Seller shall then provide written notice to Buyer specifying the Use Default ("Use Default Notice"). If Buyer has not cured the Use Default within 30 days after receipt of the Use Default Notice, then Seller may exercise its Repurchase Option by providing written notice to Buyer (the "Acquisition Notice"). The Acquisition Notice shall specify a date not more than 90 days thereafter, on which Seller shall acquire all of Buyer's right, title and interest in and to the Property, together with all improvements thereon and all licenses and permits appurtenant to the Property. For purposes hereof, Buyer will be deemed to have cured a failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, if Buyer has discontinued the Use Default prior to receipt of the Acquisition Notice. Notwithstanding the foregoing, Buyer shall not be entitled to cure a second Use Default, if such Use Default occurs within two (2) years after the date Buyer cures the first Use Default.

29.4 Repurchase Price. The repurchase price to be paid by Seller for the Property acquired through the Repurchase Option (the "Repurchase Price"), shall be calculated as of the date of the Acquisition Notice as follows:

The sum of (i) the Purchase Price of the Property (the "Land Value") and (ii) as to any completed or partially completed improvements located on the Property, the then fair market value as determined by a mutually agreed upon appraiser, of any such improvements not including the Land Value (the "Improvement Value").

If Seller proposes an appraiser to Buyer for approval and Buyer is unwilling to approve of such appraiser within 15 days after receipt of such proposal, Buyer may designate a second appraiser not later than 30 days after receipt of Seller's notice proposing an appraiser. The two appraisers designated by Buyer and Seller shall meet and appoint a third appraiser, whereupon all three appraisers shall independently appraise the value of the improvements on the Property. The average of the three appraised values shall be deemed to be the Improvement Value. If Buyer fails to designate a second appraiser within the aforementioned 30 day period, the appraiser initially proposed by Seller shall be deemed to be the mutually agreed upon appraiser, and such appraisal shall control.

29.5 Minimum Repurchase Price. Notwithstanding the provisions of this Section, in no event will the Repurchase Price be less than the amount required to pay or discharge any debt then outstanding which has been incurred by or on behalf of Buyer, in order to finance the acquisition of the Property or the construction of the improvements thereon.

29.6 Additional Repurchase Terms. In the event that Seller exercises its Repurchase Option, the following provisions shall apply:

29.6.1 Title. Buyer shall be required to convey title to the Property to Seller subject only to those matters of record as of the date on which Buyer originally acquired title to the Property, and any utility, drainage or other easements necessary in order to develop the Property which have, as of the date of the Acquisition Notice, been granted to third parties by Buyer.

29.6.2 Fixtures and Equipment. Fixtures and equipment placed or installed on the Property by Buyer as an addition or improvement may, at Seller's option, be purchased by Seller at fair market value, or such fixtures and equipment shall be removed by Buyer.

29.7 No Election of Remedies. Seller's pursuit of the remedies set forth above shall not preclude pursuit of any other remedy or remedies provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

29.8 Survival. The provisions of this Section 29.0 shall survive Closing.

29.9 Recorded Memorandum. A Memorandum of Agreement, evidencing the terms of this Section 29 and in form and substance satisfactory to Seller, shall be executed by Buyer and Seller at Closing, and recorded in the public records of Bay County, Florida.

Section 30.0 Reserved.

Section 31.0 Reserved.

Section 32.0 Tap Fees. Buyer shall be responsible for the payment of all impact fees, connection fees and similar charges imposed in connection with sewer and water service for the Property. Buyer acknowledges and understands that potable water, reclaimed water and sewer will not be provided by Seller, but by an unrelated entity and that the provider of such services imposes a fee for initial connection to the water system and sewer system, which fee, as increased or decreased from time to time, shall be the obligation of Buyer and its successors and assigns.

Section 33.0 Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below their respective names.

SELLER:

The St. Joe Company,
a Florida corporation

St. Joe Timberland Company of Delaware,
L.L.C., a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

BUYER:

City of Panama City Beach, Florida

By: _____
Mario Gisbert, City Manager

Date: _____

ATTEST:

City Clerk

ESCROW AGENT:

Watersound Title Agency, LLC

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 15

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2200-522.61-10	Land	0.00	140,000.00	140,000.00
TO	001-8100-999.94-00	Reserves for Capital Expenditures	1,870,000.00	(140,000.00)	1,730,000.00
		Check Adjustment Totals:	1,870,000.00	0.00	1,870,000.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record a budget amendment for the purchase of land from the St Joe Corporation for the new fire station site including purchase price and related settlement and acquisition costs from reserves designated for capital expenditures

"Exhibit B"

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM #

5

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

UTILITIES/ADMINISTRATION

2. MEETING DATE:

FEBRUARY 14, 2019

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION AMENDING PURCHASE AGREEMENT WITH ST. JOE COMPANY FOR FUTURE WASTEWATER TREATMENT PLANT

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

TO PLAN FOR FUTURE GROWTH OF CITY'S UTILITY SYSTEM, THE CITY APPROVED A LAND PURCHASE AGREEMENT WITH THE ST. JOE COMPANY IN JUNE 2018 TO ACQUIRE APPROXIMATELY 40 ACRES OF UPLANDS AND WETLANDS OWNED BY THE ST. JOE COMPANY SOUTH OF THE CONSERVATION PARK AND WEST OF THE COMMERCE PARK. THE SIZE OF THE SITE HAS BEEN DETERMINED BY THE SPACE NEEDS FOR A 12 MGD WWTP, COUPLED WITH NEED FOR A NEW UNDERGROUND UTILITIES OPERATIONS FACILITY. THE SURVEYING AND IDENTIFICATION OF THE ACTUAL LOCATION OF THE BOUNDARY OF THE LANDS TO BE CONVEYED HAS BEEN ONGOING, AND WAS FINALIZED IN DECEMBER 2018. IN JANUARY, ST. JOE REQUESTED AMENDMENTS TO THE AGREEMENT TO ADDRESS THE OFFSITE AND ONSITE MITIGATION AREAS AND OBLIGATIONS OF EACH PARTY. THOSE AMENDMENTS HAVE BEEN FORMALIZED IN THE ATTACHED DOCUMENT, WHICH ALSO CONFIRMS THE APPROXIMATELY 48 ACRES TO BE CONVEYED TO THE CITY.

THE JUNE 2018 PURCHASE AGREEMENT CONFIRMED THE PARTIES AGREEMENT TO VALUE EACH DEVELOPABLE ACRE AT \$23,696.43, AND WETLANDS AT \$3,000 PER ACRE. BASED ON THAT FORMULA, THE TOTAL PURCHASE PRICE BASED ON THE 48 ACRES OF LAND TO BE CONVEYED IS \$791,590.67, AND BREAKS DOWN AS FOLLOWS:

UPLANDS: 28.533acres x \$23,696.43=\$676,130.24

CONVERTED UPLANDS: 2.68a x \$23,696.43=\$63,506.43

ONSITE WETLAND: 8.547a x \$3,000=\$25,641.00

OFFSITE WETLAND: 8.771a x \$3,000=\$26,313.00

THERE ARE SUFFICIENT FUNDS IN THE BUDGET FOR THE PURCHASE.
STAFF RECOMMENDS APPROVAL.

RESOLUTION 19-60

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S AGREEMENT WITH THE ST. JOE COMPANY RELATED TO THE MITIGATION OBLIGATIONS ARISING FROM THE PURCHASE OF LAND FOR THE WASTEWATER TREATMENT FACILITY SITE WEST OF THE COMMERCE PARK; CONFIRMING THE ACREAGES OF LAND TO BE CONVEYED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain First Amendment to the Real Estate Purchase Agreement between the City and The St. Joe Company, a Florida corporation, and the St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company, relating to mitigation obligations arising from the purchase of approximately 48 acres of vacant land located west of the Beach Commerce Park for a Wastewater Treatment Facility, 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 _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

AGENDA ITEM # 6

FIRST AMENDMENT
TO
REAL ESTATE PURCHASE AGREEMENT
Between
CITY OF PANAMA CITY BEACH, FLORIDA
and THE ST. JOE COMPANY
and ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC

This Amendment to Agreement dated _____, 201 __, (the "First Amendment"), made and entered into by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the "Buyer") and THE ST. JOE COMPANY, a Florida corporation, and ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC, a Delaware limited liability company (collectively, the "Seller").

WHEREAS, the City and Seller entered into that certain Agreement relating to the purchase of approximately 30 acres of vacant land, together with adjoining wetlands and an easement for ingress, egress and utilities, which agreement was approved by Resolution of the City Council on June 14 2018, and

WHEREAS, considerable surveying has been undertaken and the acreages of the site and wetlands to be conveyed are now known with certainty, and the parties desire to amend the agreement to confirm the quantity of land to be purchased and conveyed; and

WHEREAS, the Agreement contemplated the mitigation of wetlands, for which the parties desire to enter into this First Amendment in order to clarify the obligations of each.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments set forth, the parties agree to amend the Agreement as follows:

1. The City and Developer wish to amend Section 1 of the Agreement to read as follows:

Section 1.0 General Outline of Transaction. Seller hereby agrees to sell and convey by statutory warranty deed, and Buyer hereby agrees to purchase and pay for, ~~is the owner in fee simple of two parcels of land located in Panama City Beach, Bay County, Florida, encompassing approximately 39.76 acres of contiguous uplands, converted uplands and other adjacent wetlands, and 8.771 acres of offsite wetland, 532+/- acres of land located in Panama City Beach, Bay County, Florida, within which the City wishes to acquire approximately 30+/- acres of contiguous uplands and converted wetlands, together with other adjacent wetlands ("Property"), together with an eighty (80) foot wide, non-exclusive permanent easement to Buyer across Seller's adjacent property on an existing timber road for purposes of ingress and egress and utilities to serve the Property ("Easement") as generally depicted on Exhibit "A" attached hereto and by this reference incorporated herein.~~ The exact legal description and acreage of the Property and the legal description of the Easement are to be determined by the "Survey" as hereinafter defined.

2. The City and Developer wish to amend Section 30 of the Agreement to read as follows:

Section 30.0 Mitigation. Per the requirements of the Ecosystem Management Agreement identified in Section 31.0, the following mitigation measures, in the form of conservation easements, are required. Seller shall delineate all wetlands on the Property and Easement. Buyer shall obtain, at its sole cost and expense, a survey of the delineated wetlands on the Property and Easement and the offsite mitigation area.

Section 30.1 On-Site Conservation Easement. Pursuant to the RGP/EMA, a conservation easement shall be recorded by Seller for onsite and offsite wetlands not proposed for impact to meet the 80:20 preservation requirement. Buyer shall obtain, at its sole cost and expense, all surveys, sketches and legal descriptions needed for on-site wetlands which require a conservation easement. Buyer shall be responsible for any and all costs associated with the construction, implementation, maintenance, compliance and management of the onsite mitigation area.

Section 30.2 Off-Site Conservation Easement for Active Mitigation. Except for those duties expressly assumed by Buyer below, Seller shall be solely responsible for providing an off-site mitigation area within the Phillips Inlet sub basin, as required for to offset impacts to low quality wetlands and high quality wetlands within the Property and Easement. Seller shall make good faith efforts to provide the off-site mitigation area in the Phillips Inlet sub basin adjacent to the Panama City Beach Conservation Park ("PCBCP"). In the event an off-site mitigation area satisfactory to wetland regulatory agency requirements cannot be located adjacent to PCBCP, an alternate site within the Phillips Inlet sub basin will be provided. Pursuant to the RGP/EMA, a conservation easement shall be recorded by Seller to offset wetland impacts made within the same sub basin. Buyer shall obtain, at its sole cost and expense, all surveys, sketches and legal descriptions needed for on-site and offsite wetlands which require a the conservation easement. Buyer shall be responsible for any and all costs associated with the construction, implementation, and maintenance, compliance and management of the off-site mitigation area as required by the permit.

Section 30.3 Off-Site Conservation Easement within South American Swamp Conservation Area. Seller shall be solely responsible to provide land for an easement within the South American Swamp Conservation Area that is equal to the percentage of the project within the Basin. A conservation easement shall be recorded by Seller within the South American Swamp Conservation Area. Buyer shall pay for all surveys, sketches and legal descriptions needed for the conservation easement within the conservation unit.

3. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

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

WITNESSES:

DEVELOPER

THE ST. JOE COMPANY
a Florida corporation

Name

By:
Its:

Name

ST. JOE TIMBERLAND COMPANY OF
DELAWARE, LLC, a Delaware limited liability
corporation

Name

By:
Its:

Name

CITY OF PANAMA CITY BEACH

Mario Gisbert, City Manager

ATTEST:

Mary Jan Bossert, City Clerk

AGENDA ITEM # 6

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department/Chief Drew R. Whitman

2. MEETING DATE:

02/14/2019

3. REQUESTED MOTION/ACTION:

Authorize use of LETF funds for purchase of specialized vehicle equipment.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Panama City Beach Police Department is requesting funds to purchase a BERLA iVe Toolkit/ Ecosystem for Vehicle Forensics and investigative purposes in the amount of \$6,835. This kit includes unlimited iVe Mobile accounts, one complete hardware kit, and one iVe forensics software license. The first year of support is also included with the initial purchase.

Data is stored by vehicle systems as it is collected and processed. The information contained in those repositories is critical evidence that is extremely valuable during an investigation. High level categories include: vehicle events, location data, and connected devices. This analysis of the vehicle data can help answer key questions and change the course of an investigation by determining what happened, where it occurred, and who was involved.

The cost could be paid for using the Law Enforcement Trust Fund (L.E.T.F.) monies.

This purchase request complies with the provisions of F.S. 932.7055(5)(a).

See attachment for detailed product information:

Discover Vehicle Forensics

Discover Vehicle Data

Vehicles hold a vast amount of data that can be used to uncover critical information during an investigation and help determine what happened, where it occurred, and who was involved.



Vehicle Data



Routes



Vehicle Events



Location Data



Connected Devices



Media

Modern vehicles are complex networks of highly integrated electronic systems that generate and store massive amounts of information.

A typical vehicle has

75+

Computer Systems

150 Million

Lines of Code

25 GB

Generated Per Hour



Customer Support



Vehicle Lookup



Vehicle systems are constantly collecting performance metrics, monitoring sensor data, scanning external environmental conditions, processing telemetry data, and communicating with other vehicles and infrastructure.

Data is stored by vehicle systems as it is collected and processed. The information contained in those repositories is critical evidence that is extremely valuable during an investigation. High level categories include;



VEHICLE EVENTS

Access event logs associated with activity such as door opens, gear shifts, odometer reads, ignition cycles, speed logs, and more



LOCATION DATA

Recover location data and navigation information such as track logs, saved locations, active routes and previous destinations.



CONNECTED DEVICES

Identify devices that have been connected via the USB ports, over Bluetooth or wireless network and all of the data associated with those devices.

Analysis of vehicle data will answer key questions for investigators and change the course of an investigation. Vehicle data can help determine;

WHAT HAPPENED

- Provide insight on the sequence of events that took place leading up to an incident
- Identify patterns of life and unusual events that happened around an incident
- Determine timelines of activity and establish a chain of significant events

WHERE IT OCCURED

- Provide historical data to show where a vehicle was at specific times
- Identify areas frequently visited, new locations traveled, and future plan
- Determine how long particular locations were visited

WHO WAS INVOLVED

- Provide unique identifiers that tie individuals to a specific vehicle
- Identify known associates and establish communication patterns between them
- Determine who may have been present or aware of key information during an incident

2
AGENDA ITEM #

What are the next steps to learn more?

Explore the iVe Ecosystem : products built to identify, acquire and analyze vehicle data.

Explore the iVe Ecosystem

Register for an upcoming webinar



LETF RESOLUTION 19-01

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, SITTING AS THE LAW ENFORCEMENT TRUST BOARD; AUTHORIZING EXPENDITURES FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF A BERLA IVE TOOLKIT/ECOSYSTEM IN THE AMOUNT OF \$6,835; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Law Enforcement Trust Fund is a special fund that can only be used for purposes designated by Section 932.7055(5)(a), Florida Statutes, such as crime prevention, safe neighborhoods, protracted investigations, technical equipment and community relations programs; and

WHEREAS, after July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 25% of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, safe neighborhood, or school resource officer programs; and

WHEREAS, the police department recommends a portion of the funds be appropriated for law enforcement purposes related to providing additional equipment and expertise to the City's police department; and

WHEREAS, the City Council finds that these expenditures satisfy the statutory requirements for use of Law Enforcement Trust Funds, and approves the expenditure of those funds for the requested purpose.

BE IT RESOLVED by the City Council of the City of Panama City Beach, sitting as the Law Enforcement Trust Board, that the appropriate officers of the City are authorized to purchase on behalf of the City a BERLA iVE Toolkit/Ecosystem for the use of specialized equipment for vehicles, in the amount of Six Thousand, Eight Hundred Thirty-Five Dollars (\$6,835.00), on substantially the terms and specifications of the proposal attached and presented to the Council today, draft dated February 8, 2019, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this ___ day of February, _____ 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

AGENDA ITEM # 7



Company Address 626C Admiral Drive, Suite 801
Annapolis, Maryland 21401
United States

Created Date 2/8/2019
Expiration Date 3/8/2019
Quote Name 19-M01-0208

Prepared By Michelle Grabowski
Email mgrabowski@berla.co

Contact Name Jason Jones
Phone (850) 249-8031
Email jjones@beachpolice.org

Bill To Name Panama City Beach Police Department
Bill To 17115 Panama City Beach Parkway
Panama City Beach, Florida 32413
United States

Ship To Name Panama City Beach Police Department
Ship To 17115 Panama City Beach Parkway
Panama City Beach, Florida 32413
United States

Quantity	Product	Sales Price	Total Price
1.00	Ive Toolkit	\$6,800.00	\$6,800.00
1.00	Shipping and Handling	\$35.00	\$35.00
		Subtotal	\$6,835.00
		Grand Total	\$6,835.00

AGENDA ITEM # 7