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.

REGULAR

MEETING DATE: January 22, 2015
MEETING TIME: 2:00 P.M.

I. INVOCATION: REVEREND JOE LAY OF THE WOODLAWN UNITED METHODIST CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. REGULAR AGENDA ITEMS - DISCUSSION/ACTION

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JOHN REICHARD _X_
RICK RUSSELL _X_
JOSIE STRANGE _X_
KEITH CURRY _X_
GAYLE OBERST _X_

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

Deputy City Clerk ___________________________ Date ____________

JOHN REICHARD _X_
RICK RUSSELL _X_
JOSIE STRANGE _X_
KEITH CURRY _X_
GAYLE OBERST _X_

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

Deputy City Clerk ___________________________ Date ____________

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.
**NEWS MEDIA**
- News Herald
- Bullet
- Channel 4
- Channel 7
- Channel 13
- Comcast
- WOW
- WKG
- WLTG
- Magic Broadcasting
- Clear Channel
- Panama City Radio

**CONTACT**
- John Henderson
- Phil Lucas
- Ryan Rodig
- Rex Ogburn
- Ken McVay
- Kay C. McWilliams
- Cil Schnitker
- Emily Balazs
- A. D. Whitehurst
- Chris Allen
- Crystal Presley
- Brandon Andrews

**NOTE:** COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER “AGENDA INFORMATION”.

**THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.**

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)
REGULAR AGENDA
ITEM #1,

ORDINANCE 1328
ORDINANCE NO. 1328

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO APPLICATION, REVIEW AND DECISION-MAKING PROCEDURES; PROVIDING THAT AN ADVERSELY AFFECTED PARTY WHO REQUESTS A HEARING OR ADMINISTRATIVE APPEAL BEFORE THE PLANNING BOARD, OR A REHEARING OR ADMINISTRATIVE APPEAL BEFORE THE CITY COUNCIL, SHALL PROVIDE ANY AMENDMENTS TO THAT REQUEST NO LESS THAN TEN DAYS PRIOR TO THE PUBLIC HEARING SCHEDULED FOR SAID REQUEST; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City's Land Development Code permits adversely affected parties to file requests for a hearing before the Planning Board to challenge Notices of Intent to Issue a Development Order or any administrative decisions made by the City's Building and Planning Department regarding land development within the City, and also permits Adversely Affected Parties to request rehearings before the City Council of matters previously presented to the Planning Board; and

WHEREAS, the City's current administrative procedures provide that the City staff shall prepare a written report and analysis no less than five days prior to the Planning Board’s or City Council’s public hearing requested by an adversely affected party on certain applications for development; and

WHEREAS, the City's Land Development Code does not uniformly require adversely affected parties who make such requests to state the grounds for such requests, or limit the timeframe in which adversely affected parties may amend such requests, such that the City staff is unable to adequately prepare the written report, or other analysis necessary for the scheduled hearing.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 10.06.02 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

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AGENDA ITEM #
10.06.00 TYPE I PROCEDURES – NOTICE OF INTENT PROCEEDINGS

10.06.01 Generally
The procedures set forth in this section, are applicable to all applications subject to Type I review, which are listed in section 10.04.02.

10.06.02 Procedures After Completeness Determination

A. When the Building and Planning Department and the Engineering Department determine that the application is consistent with the requirements of the Comprehensive Plan and the LDC, the Building and Planning Department shall issue a Notice of Intent to issue a Local Development Order, PUD or TNOD Final Development Plan approval or preliminary Plat approval. The Notice of Intent shall contain the following information:

1. The information required in section 10.03.01;
2. A statement notifying affected parties of their right to file a written request for a public hearing before the Planning Board;
3. The requirements for such a written request; and
4. The deadline for filing such a written request.

B. As soon as practicable after issuance, the Notice of Intent shall be mailed to the applicant and noticed by Publication.

C. An Adversely Affected Person may file a written request for a hearing with the Building and Planning Department within five (5) days of Publication of the Notice of Intent. The written request for a hearing shall identify the specific sections of the Comprehensive Plan and/or the LDC that the application violates and describe how such sections are not met. Amendments to the written request for a hearing may be made no less than ten (10) days prior to the Planning Board’s public hearing on the application.

D. If a written request for a hearing has not been filed within five (5) days of Publication of the Notice of Intent, the Building and Planning Department shall issue the Local Development Order PUD or TNOD Final Development Plan approval or Building Permit for which application was made.

E. If a written request for a hearing has been filed within five (5) days of Publication of the Notice of Intent, the Building and Planning Department shall schedule a quasi-judicial hearing on the application before the Planning Board.

F. In the event the Building and Planning Department or the Engineering Department determine that the application is complete but that the proposed action fails to comply with the requirements of the Comprehensive Plan and the LDC, the Building and Planning Department shall issue a notice of intent to deny the application which shall be subject to the
notice and appeal procedures provided in this section, except that if a request for a hearing is not timely and properly made by an **Adversely Affected Person**, the application for the *Local Development Order, PUD* or *TNOD Final Development Plan* approval or *Building Permit* shall be deemed denied upon expiration of the time for requesting a hearing without the necessity of further action by the *Building* and Planning Department.

(Ord. #1254, 11/14/13)

10.06.03 Procedural Requirements Regarding a Request for Hearing to Address a Notice of Intent

A. The *Building* and Planning Department and the Engineering Department shall prepare a written report to the Planning Board setting forth the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

(Ord. #1254, 11/14/13)

B. The hearing shall be conducted under the procedures for Administrative Appeals and City Council rehearings specified in sections 10.16.00 and 10.17.00.

SECTION 2. From and after the effective date of this ordinance, Section 10.10.02 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS...

10.10.02 Procedures After Completeness Determination

A. Within thirty (30) days of the *Building* and Planning Department’s determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

B. The *Building* and Planning Department shall prepare a written report to the Planning Board regarding the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing on the application and determine whether the following conditions (among others it deems appropriate) are met by the applicant:

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AGENDA ITEM # 1)
1. That the Development is planned under unified ownership and control rather than as an aggregation of individual and unrelated Buildings and Uses;

2. That the applicant has met the intent of the applicable sections addressing PUD or TNOD; and

3. That the applicant is providing sufficient public benefit to allow the applicant to deviate from the regulations applicable within the underlying zoning district generally. (Ord. #1254, 11/14/13)

D. At the conclusion of the quasi-judicial hearing or within thirty (30) days thereafter, the Planning Board's decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board's secretary.

E. Notice of the proposed order shall be mailed to the applicant and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

F. Within ten (10) days after mailing the notice of proposed order, the City, the applicant or an Adversely Affected Person who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. The written request for a rehearing shall set forth the specific grounds for such request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council's public hearing on the application.

G. If no such request is timely filed, the Planning Board's proposed order shall become final and the City Council shall have no jurisdiction in the matter.

H. If such a request is timely filed, the Planning Board's proposed order shall be superseded by the City Council's final action on the request pursuant to section 10.17.00.

SECTION 3. From and after the effective date of this ordinance, Section 10.11.02 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struck through):
10.11.00 TYPE VI PROCEDURES – VARIANCE PROCEEDINGS

10.11.01 Generally

A. The procedures set forth in this section are applicable to all applications subject to Type VI review which are listed in section 10.04.07. A Type VI review is not an administrative appeal.

B. Notice of the Planning Board quasi-judicial hearings shall be provided by Neighborhood Notice, posting and Publication. For Neighborhood Notice of a variance for an existing or proposed structure more than forty (40) feet in height, a distance of 500 feet shall be used. For Neighborhood Notice of all other variances, a distance of 150 feet shall be used.

C. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.

10.11.02 Procedures After Completeness Determination

A. Within thirty (30) days of the Building and Planning Department’s determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

B. The Building and Planning Department shall prepare a written report to the Planning Board regarding the Department’s analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing on the application.

D. At the conclusion of the quasi-judicial hearing or within 30 days thereafter, the Planning Board's decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board’s secretary.

E. Notice of the proposed order shall be mailed to the applicant and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

F. Within ten (10) days after mailing the notice of proposed order, the City, the applicant or an Adversely Affected Person who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. The written request for a rehearing shall identify the specific grounds for such
request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council’s public hearing on the application.

G. If no such request is timely filed, the Planning Board’s proposed order shall become final and the City Council shall have no jurisdiction in the matter.

H. If such a request is timely filed, the Planning Board’s proposed order shall be superseded by the City Council’s final action on the request pursuant to section 10.17.00.

SECTION 4. From and after the effective date of this ordinance, Section 10.14.01 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

10.14.00 PROCEDURES AND REQUIREMENTS FOR BUILDING PERMITS AND TEMPORARY USE PERMITS

10.14.01 Generally

A. Building Permits are required for new construction of Buildings and structures, signs, fences, walls, Accessory Buildings, temporary Buildings and modifications to Existing Structures, subject to the administrative procedures set forth in the FBC.

B. Building Permits are required for electrical, plumbing, heating and air conditioning, gas or swimming pool installation, subject to the administrative procedures set forth in the FBC.

C. The City Manager is authorized and directed to establish and submit to the City Council for approval by resolution, from time to time, an Engineering Technical Manual to specify technical standards for stormwater improvements, sanitary sewer connections, potable water connections, reuse water connections, Street and other public works construction, sidewalk construction, paving, land clearing and such other similar matters as may be addressed in such a resolution. No Building Permit shall be issued for Development not in compliance with those technical standards.

D. Applications shall be submitted to the Building and Planning Department and shall comply with the submittal requirements of section 10.02.00 et seq.

E. Applications shall be reviewed by the City Manager for compliance with the requirements of this LDC, including the Engineering Technical Manual.
F. The City Manager shall render his written decision, within thirty (30) days of the submittal of a complete application, to approve, approve with conditions or deny the application.

G. Mailed Notice of the City Manager's decision to approve, approve with conditions or deny the application shall be given to the applicant. Posted Notice of the City Manager's decision to approve or approve with conditions shall be provided and may be removed ten (10) days after first posting.

H. The applicant or, if the decision is to approve or approve with conditions an Adversely Affected Person, may appeal the City Manager's decision by filing a notice of Administrative Appeal to the Planning Board with the City Clerk within ten (10) days after the later of the Mailed Notice or the Posted Notice. The written notice of appeal shall identify the specific grounds for such appeal. Amendments to the stated grounds for appeal set forth within the notice may be made no less than ten (10) days prior to the City Council's public hearing on the application.

SECTION 5. From and after the effective date of this ordinance, Section 10.16.00 of the Land Development Code of the City of Panama City Beach related to hearings requested by Adversely Affected Parties, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

10.16.00 ADMINISTRATIVE APPEALS

10.16.01 Applicability
An Adversely Affected Person may appeal an administrative decision to the Planning Board.

10.16.02 Time for Filing Administrative Appeal and Submittal Requirements
An administrative appeal shall be filed with the office and within the time period specified in the LDC for such appeal or if no office or time period is so specified, with the City Manager and within thirty (30) days of the administrative decision that is the subject of the administrative appeal. An administrative appeal shall include:

A. All information required pursuant to section 10.02.01 which has not been previously provided in the pending application.

B. A copy of the decision order or ruling from which the administrative appeal is taken.

C. The date of the decision order or ruling which is the subject of the administrative appeal.

D. The grounds for the administrative appeal, including a summary of any argument in support thereof which the applicant wishes to advance to the Planning Board.
grounds for the appeal may be made in writing no less than ten (10) days prior to the Planning Board’s public hearing on the appeal.

10.16.03 Stay of Proceedings
The filing of an administrative appeal stays all proceedings in furtherance of the action that is the subject of the administrative appeal, unless the City Manager certifies to the Planning Board that a stay would cause imminent peril to life and property. In such a case, the proceedings shall not be stayed unless the person who has filed the appeal obtains a restraining order from either the Planning Board or a Circuit Court. The Planning Board shall not issue a restraining order unless notice of the request has been provided to the City Manager.

10.16.04 Hearing Before the Planning Board

A. Time

1. A hearing before the Planning Board on an Administrative Appeal shall be scheduled and held within forty-five (45) days of the filing of the Administrative Appeal, not counting the day of receipt and not counting any Saturday, Sunday or legal holiday which falls upon the forty-fifth (45th) day.

2. With respect to any appeal from the denial in whole or in part of an application made under the Sign Code (herein a “Sign Application Appeal”), if the Board fails to meet and commence the hearing within such forty-five (45) day period, the appeal will be deemed denied and the decision of the City Manager or designee regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction. The Board shall render a written decision on a Sign Application Appeal within ten (10) days following the commencement of the hearing, failing which the appeal shall be deemed denied and the decision of the City Manager or designee will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction. The applicant may waive or extend these deadlines and proceed to a hearing before the Board.

B. The Building and Planning Department shall prepare a written report to the Planning Board regarding Department’s analysis of the pending Administrative Appeal. The report shall be available to the person filing the Administrative Appeal and the general public no less than five (5) days prior to the Planning Board’s public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing, pursuant to the requirements of section 10.13.00 on the Administrative Appeal.

D. Notice of the quasi-judicial hearing shall be provided by posting and Publication.

E. At the conclusion of the quasi-judicial hearing or within thirty (30) days thereafter, the Planning Board shall issue a proposed order to:

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AGENDA ITEM #
1. Reverse, wholly or partly, the administrative decision that is the subject of the Administrative Appeal;

2. Affirm, wholly or partly, the administrative decision that is the subject of the Administrative Appeal; or

3. Modify the administrative decision that is the subject of the Administrative Appeal.

F. The Planning Board’s decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board’s secretary.

G. Notice of the proposed order shall be mailed to the party who invoked the jurisdiction of the Planning Board and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

H. Within ten (10) days after mailing the notice of proposed order, the City, the party who invoked the jurisdiction of the Planning Board or an Adversely Affected Person who attended the hearing shall be entitled to file with the secretary of the Planning Board a request for rehearing before the City Council. The written request for a rehearing shall identify the specific grounds for the request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council’s public hearing on the application.

I. If no such request is timely filed, the Planning Board’s proposed order shall become final and the City Council shall have no jurisdiction in the matter.

J. If such a request is timely filed, the Planning Board’s proposed order shall be superseded by the City Council’s final action on the request pursuant to section 10.17.00.

K. Once an administrative decision concerning a Sign is appealed, the City Manager or designee shall take no further action on the matter pending the Board’s decision, except for unsafe Signs which present an immediate danger to the public in which event the City may pursue any legal remedy available to it.

L. In the case of a hearing concerning an interpretation of the Sign Code or the denial in whole or in part of an application made under the Sign Code, the person who invoked the jurisdiction of the Board and any Adversely Affected Party who attended the hearing and is aggrieved by a decision of the Planning Board, including the City, may elect to request a rehearing before the City Council as provided above or, alternatively, the applicant may elect to seek judicial review in a court of competent jurisdiction in which case the City Council shall have no further jurisdiction until the judicial review is completed.
SECTION 6. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 7. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of __________, 2015.

CITY OF PANAMA CITY BEACH

ATTEST: By__________________________

GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

PUBLISHED in _________________ on the ___ day of ________, 2015.
POSTED on pcbgov.com on the ___ day __________, 2015.

HOLLY J. WHITE, CITY CLERK

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AGENDA ITEM #
REGULAR AGENDA

ITEM #2,

ORDINANCE 1339
ORDINANCE NO. 1339

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S SPECIAL EVENT ORDINANCE TO REQUIRE COMPLETED APPLICATIONS FOR ALL SPECIAL EVENTS BE SUBMITTED NO LESS THAN THIRTY DAYS PRIOR TO THE OPENING OF THE SPECIAL EVENT TO THE PUBLIC; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on November 13, 2014, the City adopted Ordinance 1322 entitled:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE SPECIAL EVENTS ORDINANCE OF THE CITY TO IMPOSE ADDITIONAL REQUIREMENTS UPON LIVE ENTERTAINMENT WITH AMPLIFIED SOUND AVAILABLE ON THE SANDY GULF BEACH; LIMITING THE NUMBER AND SIZE OF SUCH EVENTS ON ANY SINGLE DAY; PROVIDING EXCEPTION FOR LIMITED, SPONTANEOUS GATHERINGS; DEFINING SUCH EVENTS; MAKING FINDINGS OF FACT; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE;

which ordinance, among other things, created a new category of special events occurring entirely on the sandy gulf beach; and

WHEREAS, on the preceding day, November 12, 2014, the City held a lengthy workshop to receive public comment upon Ordinance 1322 and based upon those comments, as well as comments made during public hearings upon Ordinance 1322, directed staff to prepare another ordinance addressing the material changes desired to address the substantive issues raised during those public meetings; and

WHEREAS, on December 11, 2014, the City adopted Ordinance 1336 entitled:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE SPECIAL EVENTS ORDINANCE OF THE CITY AS IT RELATES TO SANDY BEACH EVENTS; PROVIDING OPTIONS TO ELIMINATE OR REDUCE REQUIRED FENCING FOR FREE EVENTS WHICH MEET CERTAIN
ADDITIONAL REQUIREMENTS; REQUIRING SANDY BEACH STAGES TO BE CONTINUOUSLY GUARDED; REQUIRING THE NIGHTLY REMOVAL OF ALL SANDY BEACH EVENT FENCING DURING TURTLE NESTING SEASON; MAKING FINDINGS OF FACT; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

which ordinance, among other things, provided that complete applications for sandy beach events be submitted to the City no less than thirty (30) days prior to the first day of the special event; and

WHEREAS, City staff recognized during the drafting of Ordinance 1336 that this application deadline should be applicable to all special events and not just that category of special events occurring on the sandy gulf beach, but determined that the application of this requirement to all special events was beyond the scope of the stated intent of the ordinance, which by title and substance related only to sandy beach events, and that the extension of this application deadline requirement to all special events be adopted by a separate ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH.

SECTION 1. From and after the effective date of this ordinance, Section 4-18, Article II of Chapter 4 of the Panama City Beach Code of Ordinances is amended to read as follows (deleted text strikethrough, new text underlined):

CHAPTER 4: AMUSEMENTS

ARTICLE II. SPECIAL EVENTS

Sec. 4-18. Application for permit.
A complete application for a special event shall be filed, and permit fee paid, no less than thirty (30) days before the opening of the event to the public. Each application for a special event permit required by section 4-17 shall contain the following:

A complete application for a sandy beach event shall be filed, and permit fee paid, no less than thirty (30) days before the opening of the event to the public.

(1) The name and address of the applicant and if not a natural person the names and addresses of all persons controlling or owning greater than a five (5) percent interest in the applicant or a parent company of the applicant.

(2) The dates and times of the event and a brief description of the activities, goods and services and entertainment to be offered. Additionally, for a sandy beach event specification of
whether (1) patrons will be permitted to bring alcoholic beverages into the event (herein a "coolers event"), or (2) patrons will not be permitted to bring alcoholic beverages into the event but patrons will be offered alcoholic beverages within the event (herein an "alcohol sales event"), or (3) alcoholic beverages will be prohibited within the event (herein a "no alcohol event").

(3) An estimate of the largest number of persons anticipated to be in attendance in the event area for each hour of the event (herein, the anticipated, maximum hourly attendance), and a feasible and credible plan for determining the approximate number of patrons actually in attendance in the event area(s) as the event progresses. For a sandy beach event, attendance shall be deemed to be one (1) person for each seven (7) square feet of patron area shown on the site plan required by this section, regardless of anticipated or actual attendance.

(4) A feasible and credible plan for adequate sanitation facilities and sewage, garbage and litter collection and disposal (during and after the event) generated by the event or by its patrons (wherever such garbage or litter may be located), water supply and food service. For the purpose of evaluating any such plans, any rules promulgated by the Department of Health or other executive department pursuant to F.S. Ch. 381 (Public Health), F.S. Ch. 386 (Sanitary Nuisances), F.S. Ch. 509 (Food Service), or similar laws, may be considered.

(5) A feasible and credible plan for flood-lighting the special event and parking areas if any activities are to be offered during darkness.

(6) A feasible and credible plan for adequate parking facilities and plans for transporting or conducting patrons from said facilities to the special event area.

(7) A feasible and credible plan for provision of adequate traffic control, security and emergency vehicle access in and around the special event area.

For a special event other than a sandy beach event, the plan shall provide for at least one (1) person professionally trained in traffic control for every five hundred (500) anticipated, maximum hourly attendees, and at least one (1) certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better) on duty for every one thousand (1,000) anticipated, maximum hourly attendees, with no security or traffic personnel working more than one (1) eight (8) hour shift in any twenty-four (24) hour period. The plan shall include a detailed description of the plan of security, traffic control, communications, fire protection and emergency services, including ambulance service, to be used and how it is to be implemented, and the general background of the training and ability of the personnel to be used in implementing the plan.

For a sandy beach event, the plan shall provide for the following: for a "coolers event" at least five (5) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees; for an "alcohol sales event" at least three (3) persons professionally trained in house security, at least one of whom shall be a certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better), on duty for every one thousand (1,000) deemed attendees; and for a "no alcohol event" at least one certified law enforcement officer or person licensed as a security guard under F.S. Ch. 493 (Class "D" or better) on duty for every one thousand (1,000) deemed attendees. No security personnel may work more than one (1) eight (8) hour shift in any twenty-four (24) hour period. The plan shall include a detailed description of the plan of security, traffic control, communications, fire protection and emergency services, including ambulance service, to be used and how it is to be implemented, and the general background of the training and ability of the personnel to be used in implementing the plan.

(8) A feasible and credible plan for adequate medical facilities at the special event. The staffing guidelines for events presenting a moderate hazard which are set forth below shall be
used to evaluate the plan and may be decreased or increased by the City Manager or his designee after consultation with the Chief of Police, the Fire Chief and one (1) or more persons serving as a Director of Emergency Medical Services in Bay County, depending upon whether the event presents a lower or higher hazard.

For an anticipated, maximum hourly attendance rate of five hundred (500) persons or less - none.

For an anticipated, maximum hourly attendance rate of more than five hundred (500) but less than one thousand (1,000) persons - one (1) EMT or paramedic.

For an anticipated, maximum hourly attendance rate exceeding one thousand (1,000) persons - one (1) additional EMT or paramedic per each 2,000 additional, anticipated maximum hourly attendees, or portion thereof.

By way of illustration, moderate hazard events include, but are not limited to, regional events, concerts, carnivals and fairs. Similarly, low hazard events include, but are not limited to, car shows, flea markets, local festivals, craft shows, local sporting events, and organized sporting tournaments. High hazard events include, but are not limited to, an event with stunts or having the potential for special danger to participants or spectators, or the potential for sustained exposure to extreme ambient temperatures. A low or moderate event may present a higher hazard due to extreme temperatures. Higher hazard events may be required to provide an Advanced Life Support Unit with transport capability. Staffing shall be equipped with customary supplies necessary to treat injuries and illnesses commonly associated with outdoor activities or similar events.

(9) Plans demonstrating that all stages, booths, tents, scaffolding or structures of any nature on, under or within which persons may congregate, shall conform to the applicable building and other construction codes then in effect in the City, and that any entertainment stage erected on the sandy beach in connection with a special event will be guarded by a person professionally trained in house security and authorized and instructed to prevent unsupervised, public use or activity on or about the stage twenty-four hours a day, seven days a week.

(10) A list of the names and addresses of all vendors, artists, independent contractors or other persons or firms which will be engaged by or associated with the applicant to offer the goods, services or entertainment comprising the special event, including a description of the goods, services or entertainment offered by each and the name and address of the person who will have on-site responsibility, if different. Should such a list not be available at the time application is made, applicant shall give a written statement to that effect and agreeing to furnish such a list no later than thirty-six (36) hours before the event and acknowledging that failure to timely provide such a list will result in termination of the special event permit.

(11) A site plan showing the location and size of the event area(s) and all parking areas (including required handicap parking), and the location of all other features required by this section. For a sandy beach event, the site plan shall show a cleared east/west corridor on the sandy beach outside the event area(s) adequate to permit the one-way passage of an emergency vehicle, and a cleared east/west pedestrian corridor at and above the wet sand at the waters edge at least twenty five (25) feet wide.

(12) A feasible and credible plan to provide and control safe pedestrian access between parking area(s) and event area(s) which will minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, a feasible and credible plan to keep the east/west emergency vehicle corridor and the waterfront pedestrian corridor open for traffic at all times.

(13) A feasible and credible plan to enclose, restrict or control access to all parking and event area(s) and to limit the number of persons within the event area(s) to the maximum number
anticipated, and a feasible and credible contingency plan to deal with persons in excess of that number to minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event, plans demonstrating that the event area(s) will be enclosed on all sides by fences or other structures adequate to prevent access to the event at any point other than controlled access gates, but also demonstrating adequate egress facilities and routes to clear the event area in case of an emergency. The fences or other structures shall be opaque and a minimum of six (6) feet high so as to prevent persons standing on ground level outside the fence or event area(s) from viewing the entertainment; except that in lieu of a six (6) foot opaque fence on the gulf water side there may be substituted two parallel fences each a minimum of four (4) feet high lying parallel to the gulf water's edge and no less than 10 feet apart. A running, current count of attendees shall be kept at the gate(s) of a sandy beach event and actual attendance shall not exceed the deemed attendance.

During sea turtle nesting season, the fences required by this law for a sandy beach event shall be removed from the beach daily before 9:00 pm and not replaced until after the beach has been inspected for turtle nests the next morning.

Special exception option for a free concert:
Notwithstanding the forgoing, if all of the following criteria are met, an otherwise lawfully permitted sandy beach event shall not be required to erect either an opaque fence parallel to the water or dual fences parallel to the water (herein waterside fencing): (i) persons may attend the event freely without giving any consideration for access, and (ii) no coolers, backpacks, bags, cups, bottles or similar items capable of containing or concealing beverages are allowed to be brought into the event by patrons; and (iii) the application for the special event permit required by section 4-17 contains a feasible and credible plan to control patron access to the event area functionally equivalent to the omitted waterside fencing; and (iv) the patron area used to determine deemed attendance includes the area up to the wet sand at the shoreline; and (v) the application for the special event permit required by section 4-17 contains a feasible and credible plan to permit pedestrians walking east and west along the beach to pass by the event, including times when event attendance is at the maximum; and (vi) the application for the special event permit required by section 4-17 contains a feasible and credible plan to provide access for emergency vehicles into and through the event area in lieu of the vehicular corridor otherwise required. All other permitting requirements for a sandy beach event shall still apply.

Special exception option for a "corporate village":

Notwithstanding the forgoing, if all of the following criteria are met, an otherwise lawfully permitted sandy beach event shall be permitted to substitute a fence at least four (4) feet high for the higher, opaque fencing required: (i) persons may attend the event freely without giving any consideration for access, and (ii) within the patron area there are at least three (3) entertainment, demonstration or product stages or tents or a combination of both; and (iii) the platform of every stage is no greater than four hundred (400) square feet, is placed seaward of the dune line where the beach flattens and is at no point higher than two (2) feet above adjacent grade. AS AN ADDITIONAL OPTION, all fencing may be omitted if the patron area used to determine deemed attendance includes essentially all the sandy beach under common ownership or control at the event location, more specifically, the area accessible to patrons bounded by the building line to the north, the wet sand to the south and on the east and west by extensions to the water of the upland owner's east and west property lines. All other permitting requirements for a sandy beach event shall still apply.

(14) To be credible, a plan must include either evidence that the applicant is qualified, experienced and capable of executing it alone, or written commitments from one or more qualified, experienced and capable third parties promising to execute or assist the applicant in executing the plan and acknowledging that the commitment is being made to induce the City to issue a permit for the event.
(15) For events anticipating a maximum hourly attendance rate of one thousand (1,000) persons or more a cash deposit in the amount of two thousand dollars ($2,000) or one thousand dollars ($1,000) per day, whichever is greater, but not to exceed five thousand dollars ($5,000). The return of such deposit, in whole or in part, shall be conditioned upon the applicant timely and completely performing all of the plans submitted with the application or reimbursing the City for all direct and indirect costs incurred to protect public or private health, safety or welfare in the absence of such performance. In the event any such cost shall exceed the amount of the deposit, the applicant shall be liable to the City for such excess to the extent permitted by law.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3 The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___day of ____________, 2015.

CITY OF PANAMA CITY BEACH

By ________________________________
GAYLE F. OBERST, MAYOR

ATTEST:

HOLLY J. WHITE, CITY CLERK

PUBLISHED IN _____________ ON THE ___ DAY OF ________, 2015.
POSTED ON PCBGOV.COM ON THE ___ DAY ________, 2015.

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #3,

RESOLUTION 15-39
RESOLUTION 15-39

BE IT RESOLVED that the appropriate officers of the City are authorized to execute, deliver and ratify on behalf of the City that certain continuing Interlocal Agreement between the City and Preferred Governmental Insurance Trust, relating to the insurance for the City’s Amphitheater facilities at Aaron Bessant Park, dated October 1, 2004, and recorded in Seminole County Official Records Book 7782 at page 685 et seq, page 1 of which is attached and incorporated as Exhibit A, and to renew coverage for the Amphitheater and to place coverage for the restrooms pursuant to the 2014-2015 Coverage Agreement, countersigned September 10, 2014, in the amount of Thirteen Thousand Seven Hundred Eighteen Dollars and No Cents ($13,718), attached and incorporated as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage, nunc pro tunc, July 7, 2014.

PASSED in regular session this 22 January, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
MEMORANDUM

To: City Council
From: Mario Gisbert
Re: Amphitheater Insurance
Date: January 19, 2015

The Council will recall that the most competitive casualty insurance for the Amphitheater that the City was able to obtain in the summer of 2013 was by joining the Preferred Governmental Insurance Trust. The Preferred Trust is a Florida self-insurance trust created by interlocal agreement between local governments for local governments to self-insure themselves. The City has long relied for its liability coverage upon a similar self-insurance trust operated by the Florida League of Cities and has been consistently pleased with the League’s service and cost.

The first year’s Preferred Trust premium for the Amphitheater was within my purchasing authority. When the policy was renewed for 2014-15, the new bathrooms were added which increased the premium to $13,718. The Trust renewed the policy and the premium has been paid, but Council action as indicated in the attached Resolution is required.
AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services

EX. "A."
Acentria Inc.
PR FL1 0032017 13-02
City of Panama City Beach
09/10/2014

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the Coverage Agreement for City of Panama City Beach. Please review the document for accuracy and advise if you have any corrections or need further information.

As a reminder, you do not have any binding authority and any changes must be requested in writing. No coverage or change in coverage is bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc. This Coverage Agreement replaces and supersedes any previously issued Coverage confirmation.

Certificates of Insurance for the Preferred program may only be issued via the web-based E-tools on the PRU Website. The web address is www.publicrisk.com. Certificates may not be used to request changes of coverage. The retail agent is solely responsible for any information listed in the description section of the certificates. If you need assistance logging into E-tools please contact your underwriter for support.

We appreciate the opportunity to offer this coverage to your client and if you have any questions or need further assistance please feel free to contact us.

---

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY
AND IS NOT PART OF THE COVERAGE AGREEMENT

Ex. "13"

AGENDA ITEM #2
PREFERRED
GOVERNMENTAL
INSURANCE TRUST

PUBLIC ENTITY

COMMON AGREEMENT DECLARATIONS

Administered By
Public Risk Underwriters of Florida®
P.O. Box 958455
Lake Mary, FL 32795-8455

TRUST:
Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement Number: PR FL1 0032017 13-02

NAMED COVERED PARTY AND MAILING ADDRESS:
City of Panama City Beach
110 S Arnold Rd.
Panama City Beach, FL 32413-2199

AGENT NAME AND ADDRESS:
Acentria Inc.
4634 Gulfstarr Drive
Destin, FL 32541

AGREEMENT PERIOD: From: 07/08/2014 To: 07/08/2015
At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

<table>
<thead>
<tr>
<th>COVERAGE PART</th>
<th>ANNUAL PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property and Inland Marine Coverage</td>
<td>Included</td>
</tr>
<tr>
<td>General Liability Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Law Enforcement Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>School Leaders' and Employment Practices Liability Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Automobile Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Garage Keepers Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Public Officials and Employment Practices Liability Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Crime Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Excess Workers' Compensation Coverage</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

TOTAL ANNUAL PREMIUM $13,718

FORMS APPLICABLE TO ALL COVERAGE PARTS:
See PGIT MN-002

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

COUNTERSIGNED
PGIT MN-001 (10 13) DATE 09/10/2014

by WILSON
AUTHORIZED REPRESENTATIVE

AGENDA ITEM #
# PUBLIC ENTITY

**COVERAGE AGREEMENT FORMS LIST**

**COVERED PARTY:** City of Panama City Beach  
**AGREEMENT NO.:** PR FL1 0032017 13-02

<table>
<thead>
<tr>
<th>Form Name</th>
<th>Form Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Entity Property - Property Schedule</td>
<td>PGIT MN-001 (10 13)</td>
</tr>
<tr>
<td>Public Entity Common Agreement Declarations</td>
<td>PGIT MN-002 (10 13)</td>
</tr>
<tr>
<td>Public Entity Coverage Agreement Forms List</td>
<td>PGIT MN-010 (10 13)</td>
</tr>
<tr>
<td>Public Entity Property and Inland Marine Coverage Part Declarations</td>
<td>PGIT MN-090 (10 13)</td>
</tr>
<tr>
<td>Public Entity Common Agreement Conditions</td>
<td>PGIT MN-104 (10 14)</td>
</tr>
<tr>
<td>Public Entity Property - Property and Inland Marine Coverage Form</td>
<td>PGIT MN-105 (10 13)</td>
</tr>
<tr>
<td>Public Entity Property - Stated Value</td>
<td>PGIT MN-107 (10 13)</td>
</tr>
<tr>
<td>Public Entity Property - Flood Coverage</td>
<td>PGIT MN-109 (10 13)</td>
</tr>
<tr>
<td>Public Entity Property - Earth Movement Coverage</td>
<td>PGIT MN-122 (10 13)</td>
</tr>
<tr>
<td>Public Entity Property - Schedule of Deductibles</td>
<td>PGIT MN-002 (10 13)</td>
</tr>
</tbody>
</table>

**Form Number:** PGIT MN-002 (10 13)
PUBLIC ENTITY

COMMON AGREEMENT CONDITIONS

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

A. CANCELLATION
   1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
   2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:
      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      b. 60 days before the effective date of cancellation if we cancel for any other reason.
   3. We will mail or deliver our notice to the first named Covered Party’s last mailing address known to us.
   4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
   5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium. The cancellation will be effective even if we have not made or offered a refund.
   6. If notice is mailed, proof of mailing will be sufficient proof of notice.
   7. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for the Trust to cancel on the Covered Party’s behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and the Trust receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES
   This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.
   This Coverage Agreement’s terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Agreement.

C. CONTROL OF PROPERTY
   Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

D. COORDINATION OF COVERAGES
   In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part’s deductible or Self Insured Retention.

E. EXAMINATION OF YOUR BOOKS AND RECORDS
   We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

F. INSPECTIONS AND SURVEYS
   We have the right but are not obligated to:
   1. Make inspections and surveys at any time;
   2. Give you reports on the conditions we find; and
   3. Recommend changes.
Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Agreement without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Agreement.

H. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or for the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

I. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Preferred Governmental Insurance Trust when Preferred Governmental Insurance Trust is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Preferred Governmental Insurance Trust on behalf of multiple members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by member.

The administrator for Preferred Governmental Insurance Trust will retain reinsurance or excess of loss coverage policies purchased on behalf of its members

J. PREMIUMS

The first named Covered Party shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

K. SUBROGATION

1. In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

M. The Trust shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of the Trust, and the Trust has the right to appoint counsel and to make such investigation and defense of a covered claim as it deems necessary.
PUBLIC ENTITY
PROPERTY AND INLAND MARINE
COVERAGE PART DECLARATIONS

COVERED PARTY: City of Panama City Beach
AGREEMENT NO.: PR FL1 0032017 13-02

SCHEDULE OF COVERAGE AND LIMITS OF COVERAGE

<table>
<thead>
<tr>
<th>Deductibles</th>
<th>5% TIV Per Occurrence/Per Location for &quot;Named Storm&quot; subject to minimum of $35,000 Per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000 Per Occurrence - All other Perils - Buildings &amp; Contents and Extensions of Coverage</td>
</tr>
<tr>
<td></td>
<td>Per Attached Schedule Inland Marine</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Covered Property</th>
<th>Total Insured Values - Blanket Building and Contents - Per Schedule on file totaling</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,451,291</td>
</tr>
<tr>
<td>Loss of Business Income</td>
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</tr>
<tr>
<td>Additional Expense</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Inland Marine</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Contractor's / Mobile Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Electronic Data Processing Equipment</td>
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</tr>
<tr>
<td>Emergency Services Portable Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>$0</td>
</tr>
<tr>
<td>Other Inland Marine</td>
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</tr>
<tr>
<td>Rented, Borrowed, Leased Equipment</td>
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<tr>
<td>Valuable Papers</td>
<td>$0</td>
</tr>
<tr>
<td>Watercraft</td>
<td>$0</td>
</tr>
</tbody>
</table>

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE on form PGIT MN-104.
These limits of liability do not increase any other applicable limit of liability.

<table>
<thead>
<tr>
<th>(X)</th>
<th>Code</th>
<th>Extensions of Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>A</td>
<td>Accounts Receivable</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>B</td>
<td>Animals</td>
<td>$1,000 any one Animal</td>
</tr>
<tr>
<td>X</td>
<td>C</td>
<td>Buildings Under Construction</td>
<td>$5,000 Annual Aggregate in any one agreement period</td>
</tr>
<tr>
<td>X</td>
<td>D</td>
<td>Debris Removal Expense</td>
<td>If shown on Property Schedule</td>
</tr>
<tr>
<td>X</td>
<td>E</td>
<td>Demolition Cost, Operation of Building Laws and Increased Construction Cost</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>F</td>
<td>Duty to Defend</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>G</td>
<td>Errors and Omissions</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>H</td>
<td>Expediting Expenses</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>I</td>
<td>Fire Department Charges</td>
<td>$5,000.00 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>J</td>
<td>Fungus Cleanup Expense</td>
<td>$10,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>K</td>
<td>Lawns, Plants, Trees and Shrubs</td>
<td>$20,000 Annual Aggregate in any one agreement period</td>
</tr>
<tr>
<td>L</td>
<td></td>
<td>Leasehold Interest</td>
<td>$25,000 in any one occurrence</td>
</tr>
</tbody>
</table>

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<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>N</td>
<td>New Locations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2,000,000 in any one occurrence for up to 60 days from the date such new location(s) is first purchased, rented or occupied, whichever is earlier</td>
</tr>
<tr>
<td>X</td>
<td>O</td>
<td>Personal Property of Employees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$25,000 for any one employee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>P</td>
<td>Pollution Cleanup Expense</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$25,000 in any one occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50,000 Annual Aggregate in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>Q</td>
<td>Professional Fees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$10,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>R</td>
<td>Recertification</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$10,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>S</td>
<td>Service Interruption Coverage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>T</td>
<td>Transit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>U</td>
<td>Vehicle Property Coverage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>V</td>
<td>Preservation of Property Coverage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$250,000 in any one occurrence</td>
</tr>
</tbody>
</table>

**Special Property Coverages**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Deductibles</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Movement</td>
<td>$25,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Flood</td>
<td>$25,000 except for Zones A &amp; V</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>TRIA</td>
<td>Not Included</td>
<td></td>
</tr>
</tbody>
</table>

**Equipment Breakdown (Boiler & Machinery)**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage / Loss of Business Income / Additional Expense per accident</td>
<td>Not Included</td>
</tr>
<tr>
<td>Water Damage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Ammonia Contamination</td>
<td>Not Included</td>
</tr>
<tr>
<td>Hazardous Substance Coverage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Utility Interruption - (24 hour waiting period)</td>
<td>Not Included</td>
</tr>
<tr>
<td>Spoilage Damage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Ordinance or Law</td>
<td>Not Included</td>
</tr>
<tr>
<td>Expediting Expenses</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

**Deductible**

<table>
<thead>
<tr>
<th>Equipment Breakdown</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Not Included</td>
</tr>
</tbody>
</table>

**FORMS AND ENDORSEMENTS**

Forms and endorsements applying to this Coverage Parts and made part of the coverage agreement at this time of issue:

See PGIT MN-002

**Premium:** $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.
PUBLIC ENTITY PROPERTY

PROPERTY AND INLAND MARINE COVERAGE

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words you and yours refers to the Named Covered Party shown in the Declarations. The words we, us and ours refers to the Trust providing this Coverage Agreement.

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Agreement, for direct physical loss to covered property as a result of an occurrence, unless excluded.

This Coverage Agreement will also include any endorsements added by agreement between you and us. Coverage is provided at those locations and for those coverages and limits of liability shown on the Schedule of the DECLARATIONS. Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Terms in bold-faced type have special meanings in this Coverage Agreement. They are defined in DEFINITIONS. These definitions apply to this entire Coverage Agreement, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

B. Coverages

We will provide the following coverages if they are marked with an "X". Coverages will be provided in accordance with the terms and conditions of this Coverage Agreement. Terms that apply only to individual coverage forms will be set forth in those forms. This Coverage Agreement provides coverage on an actual cash value basis for Real Property, Inland Marine and Personal Property unless replacement cost coverage is marked with an "X".

(X) Real Property
   (X) Replacement Cost
(X) Personal Property
   (X) Replacement Cost
(X) Inland Marine
   ( ) Replacement Cost
(X) Loss of Business Income, up to the limit shown in the DECLARATIONS
(X) Additional Expense, up to the limit shown in the DECLARATIONS

C. Limits of Liability

Subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs to Real Property and Personal Property in any one occurrence is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all Real Property and Personal Property. It is agreed that any location listed on the Schedule of DECLARATIONS with no value ($0) is not covered by the property coverage agreement.

SECTION II - COVERAGES

A. We will pay for covered loss to your real property, inland marine or personal property only if marked with an "X" in Section I B. Coverages:

1. At the locations shown on the Schedule of the DECLARATIONS.
2. Property in the open within 1,000 feet of locations described in 1;
3. With respects to Inland Marine, at or away from your covered location.

PGIT MN-104 (10 14)
B. We will pay, only when marked with an "X" in Section I B. Coverages, and if a limit is shown in the DECLARATIONS, for:

1. Your Loss of Business Income
   a. We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the period of restoration. The suspension must be caused by:
      (1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or
      (2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed fourteen (14) consecutive days from the date of the action.

   and for which a Business Income Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a peril insured against.

   b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
      (1) The portion of the building which you rent, lease or occupy; and
      (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

   c. In determining the actual loss of business income, consideration must be given to:
      (1) The experience of the business before the loss and the probable experience after the loss;
      (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
      (3) The demonstration of an actual loss of sales or income; and
      (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to your regular customers.

   d. We will not pay unless you are wholly or partially prevented from:
      (1) producing goods; or
      (2) continuing business operations or services.

   e. You are required to mitigate your loss by:
      (1) Making up lost production within a reasonable period of time not limited to the period of restoration.
      (2) Continuing business operations or services during the period of restoration.
      (3) Using any property or service:
         (i) owned or controlled by you; or
         (ii) obtainable from any other sources.

      (4) Working extra time or overtime.

      (5) Using inventory.

   We will not pay for any loss to the extent it can be reduced through these or any other means whether at a covered location or any other location.

   f. We will not pay for:
      (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
         (i) physical damage not covered under this Coverage Agreement on or away from the covered location;
(ii) planned or rescheduled shutdown or maintenance;
(iii) strikes or other work stoppage;
(iv) any reason other than a covered loss.

(2) Any increase in loss due to:
   (i) suspension, cancellation or lapse of any lease, contract, license or order.
   (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(3) Any consequential, indirect or remote loss;

(4) Any loss resulting from damage to:
   (i) finished goods manufactured by you; nor for the time required for their reproduction.
   (ii) property in transit.

(5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

g. The most we will pay for a loss under this coverage is the lesser of:
(1) Your actual loss of business income and necessary expense; or
(2) The applicable limit of liability shown on the Schedule of the DECLARATIONS.

2. Additional Expense

a. We will pay the actual and necessary Additional Expense you sustain due to:
   (1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or
   (2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, for a period not to exceed fourteen (14) consecutive days from the date of the action.

   and for which an Additional Expense Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a peril insured against.

b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
   (1) The portion of the building which you rent, lease or occupy; and
   (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. We will also pay Additional Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

d. Coverage for Additional Expense does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of electronic data, or any loss or damage to electronic data.

e. We will not pay for:
   (1) Loss of Business Income
   (2) Costs which would have been incurred in conducting your business during the same period had no covered loss happened.
   (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
   (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
      (i) physical damage not covered under this Coverage Agreement on or away from the covered location;
      (ii) planned or rescheduled shutdown or maintenance;
      (iii) strikes or other work stoppage;
      (iv) any reason other than a covered loss.
   (5) Any increase in loss due to:
(1) suspension, cancellation or lapse of any lease, contract, license or order.
(2) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(6) Any consequential, indirect or remote loss;

(7) Any loss resulting from damage to:
   (i) finished goods manufactured by you; nor for the time required for their reproduction.
   (ii) property in transit.

(8) Any loss or expense recoverable elsewhere in this Coverage Agreement.

f. The most we will pay for a loss under this coverage is the lesser of:

   (1) Your actual Additional Expense; or
   (2) The applicable limit of liability shown on the Schedule of the DECLARATIONS.

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion
   Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or

2. Any act of terrorism. For the purpose of this Coverage Agreement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. and/or 2. above. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon you.

B. Biological or Chemical Materials Exclusion
   This coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. Electronic Data Exclusion
   Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

For the purpose of this Exclusion computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs.'
2. However, in the event that a peril listed below results from any of the matters described in paragraph 1. above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Coverage Agreement period to property covered by this Coverage Agreement directly caused by such listed peril:
   Listed Perils:
   a. Fire
   b. Explosion

D. Electronic Date Recognition Exclusion
   This Coverage Agreement does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
   1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not; or
   2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not.
   This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

E. Asbestos
   1. This Coverage Agreement only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a specified peril.
   This coverage is subject to each of the following specific limitations:
      (a) The said building or structure must be covered under this Agreement for damage by that specified peril.
      (b) The specified peril must be the immediate, sole cause of the damage of the asbestos.
      (c) The covered party must report the existence and cost of the damage as soon as practicable after the specified peril first damage the asbestos. However, this Agreement does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
      (d) Coverage under this Agreement in respect of asbestos shall not include any sum relating to:
          i. any faults in the design, manufacture or installation of the asbestos;
          ii. asbestos not physically damaged by the specified peril including any governmental or regulatory authority cirection or request of whatsoever nature relating to undamaged asbestos.
   2. Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

F. We will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a peril insured against, that contributes to the loss at the same time or in any other sequence.
   1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion ensues, we will pay for that loss.
      This exclusion will not apply to physical loss to:
      (a) Data or software caused by injury, disturbance, or erasure resulting from electricity or magnetic fields; or
      (b) Electronic data processing equipment caused by short circuit, blowout, or other electrical damage from an occurrence that took place within 500 feet of the covered location.
   2. Earth movement, whether sudden or gradual.
      (a) But if a loss to covered property by fire, theft, or explosion ensues, we will pay for that loss.
      (b) This exclusion does not apply to covered property in transit.
      (c) This exclusion does not apply to sinkhole collapse or volcanic activity.
3. Flood
   (a) But if a loss to covered property by fire, theft, or explosion ensues, we will pay for that loss.
   (b) If covered electrical equipment requires drying out because of flood, we will pay for the direct expenses of such drying out.
   (c) This exclusion does not apply to inland marine, or to covered property in transit.

4. Pollution

5. Demolition Cost, Operation of Building Laws and Increased Cost of Construction

   Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense.

6. Seizure or destruction of covered property by government order.

   But we will pay for loss to covered property resulting from acts of destruction ordered by government to prevent the spread of fire.

7. Nuclear reaction or nuclear radiation, or radioactive contamination;

8. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the covered location.

   But if a covered loss ensues, we will pay for that loss.

G. We will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;

2. Shortage of property discovered on taking inventory;

3. Theft by employees, whether acting alone or with others;

4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;
   (a) by you;
   (b) by any proprietor, partner, director, officer or employee of yours; or
   (c) by any proprietor, partner, director or officer of any proprietorship, partnership, corporation or association engaged by you to render any service or perform any act in connection with covered property.

5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

   But if a covered loss ensues, we will pay for that loss.

6. Delay, loss of market, loss of use, indirect or remote loss or damage;

7. Loss attributable to:
   (a) Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
   (b) Inherent vice, latent defect, or any quality in the covered property that causes it to damage or destroy itself;
   (c) Smog, acid rain, agricultural smudging;
   (d) Smoke, fumes, gas or vapor that result from industrial operations;
   (e) Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
   (f) Animals, birds, vermin, rodents or insects;
   (g) Change or extremes in temperature or humidity, except damage to equipment;
   (h) Contamination, shrinkage, change in taste, texture, finish or color.

   But if a covered loss ensues, we will pay for that loss.

8. Fungus

   We will not pay for loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
This exclusion applies regardless whether there is:
(a) any physical loss or damage to covered property;
(b) any covered peril or cause, whether or not contributing concurrently or in any sequence;
(c) any loss of use, occupancy, or functionality; or
(d) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
This exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, J. Fungus Cleanup Expense with respect to loss or damage by a cause of loss other than fire or lightning.

9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.
But if a covered loss ensues, we will pay for that loss.
This exclusion will not apply to physical loss to:
Data, electronic data processing equipment or software caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or lack in design, specification, material or workmanship.

10. Explosion of the following:
(a) Steam boilers;
(b) Steam turbines, steam engines, steam piping; or,
(c) Gas turbines.
But if a loss to covered property by fire or explosion ensues, we will pay for that loss.

11. Rupture, bursting, cracking, burning or bulging of the following:
(a) Steam boilers;
(b) Steam turbines, steam engines, steam piping;
(c) Hot water boilers or other equipment for heating water;
(d) Pressure vessels; or,
(e) Gas turbines.
But if a loss to covered property by fire or explosion ensues, we will pay for that loss.

12. Loss attributable to faulty, defective or inadequate:
(a) Construction, workmanship or material;
(b) Maintenance;
(c) Design, plan or specification;
(d) Zoning compliance;
(e) Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
(f) Compliance with building codes.
But if a covered loss ensues, we will pay for that loss.

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduit from:
(a) Freezing and thawing;
(b) Impact of watercraft;
(c) Waves, or debris driven by waves;
(d) Pressure or weight of ice or water, whether driven by wind or not; or
(e) Sinking or settling.

14. We will not pay for any loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping / tanker incident and the ensuing oil spill.

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in PGIT MN-104, Section VII;

2. Aircraft;

PGIT MN-104 (10 14)
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Currency, money, notes or securities;
6. Dams, dikes, or levees;
7. Contraband or property in the course of illegal transportation or trade;
8. Property covered under import or export ocean cargo policies;
9. Property you transport as a common carrier;
10. Property shipped by mail, unless sent registered or certified;
11. Watercraft, unless loss is from a specified peril.
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any over the road coverage, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at the time of loss.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to covered property will be valued at the time and place of the loss at actual cash value unless otherwise indicated in this Coverage Agreement.
2. On Inland Marine, items not individually itemized on the schedule will be subject to a maximum valuation of
   (a) $250,000 per item for Rented, Borrowed or Leased Equipment; or
   (b) $15,000 per item for all other classes of Inland Marine.
3. Loss to vehicles scheduled under Extensions of Coverage, U are valued at the time and place of the loss at actual cash value.

B. Replacement Cost

1. Loss to covered property will be valued at replacement cost, computed at the time and place of the loss, if replacement cost is marked with an “X” in Section 1.B. Coverages unless otherwise indicated in this Coverage Agreement.
2. We will not pay replacement cost until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, we will pay only the actual cash value.
   (a) Our obligations for replacement cost will be the smaller of:
      (1) The cost to repair the damaged property; or
      (2) The cost to replace or rebuild with new materials of like size, kind and quality; or
      (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
      (4) The applicable limit of liability.
      We will not pay for any increase in cost due to your failure to use reasonable speed to repair, rebuild or replace the damaged property.
      If the replacement occurs at another location, we will not pay for the cost of land at either the original or the new location.
   (b) We will pay replacement cost for these types of property:
      (1) Raw materials, supplies and other merchandise not manufactured by you; and
      (2) Leasehold improvements in which you have an insurable interest.
(c) We will, however, pay only actual cash value or 110% of the value reported on the applicable schedule, whichever is less, for these types of property:

1. Communications Equipment;
2. Contractor's /Mobile Equipment;
3. Fine Arts;
4. Watercraft;
5. Emergency Service Portable Equipment;
6. Other Inland Marine; or
7. Rented, Borrowed or Leased Equipment;
8. Vehicles scheduled under item U of the property extensions of coverage.

C. Loss to these types of covered property will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;
2. On finished goods manufactured by you, the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;
3. On Valuable Papers, in case of loss, valuation shall be based on the lesser of:
   (a) The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or
   (b) The limit of liability shown in the DECLARATIONS, or
   (c) If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and value scheduled agreed upon in this Coverage Agreement.
4. On media, data, programs or any software stored on electronic, electromechanical, electromagnetic data processing equipment or production equipment, the cost to repair, replace or restore such to the condition that existed immediately prior to the loss or damage, including the cost of reproducing any data, programs or software contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed $100,000 any one occurrence, incurred by you in recreating, gathering and assembling such data, programs or software. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Agreement does not insure any amount pertaining to the value of such data, programs or software to you or any other party, even if such data, programs or software cannot be recreated, gathered or assembled.
5. On exposed film, the value of the blank film.

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory. We will pay for a covered loss during the Coverage Agreement period shown on the DECLARATIONS while that property is:

1. Within the State of Florida;
2. Being moved on land or in the air within the United States of America or;
3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by us and which becomes a part of this Coverage Agreement.
C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Agreement and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Agreement is void in any case of fraud by you as it relates to this Coverage Agreement at any time. It is also void if you or any other Covered Parties, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Agreement;
2. The covered property;
3. Your interest in the covered property; or
4. A claim under this Coverage Agreement.

E. Brands and Labels

In the event of a covered loss to branded or labeled merchandise, we may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Agreement. You may, at your expense:

1. Slap "salvage" on the merchandise or its containers; or
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. You must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Agreement at any covered location will not affect coverage at any other covered location where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to us.

H. No Benefit to Bailee

No person or organization, other than you, having custody of your covered property, will benefit from this Coverage Agreement.

I. Suit

No suit or other legal proceeding will be brought against us unless there has been full compliance with all the Coverage Agreement terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred or the shortest time permitted by law.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate limit of liability or sublimits of liability, we will pay for a covered loss without reducing any other applicable limit of liability or sublimits of liability.

K. Your duties after a Loss

In case of loss you will:

1. Give us immediate written notice of the loss;
2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
3. As soon as possible, give us a description of the property involved and how, when and where the loss happened;

4. Take all reasonable steps to protect the covered property from further damage

5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;

6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement;

7. Keep an accurate record of all repair costs;

8. Keep all bills, receipts and related documents that establish the amount of loss;

9. As often as may reasonably be required:
   (a) Permit us to inspect the damaged property and take samples for inspection, testing and analysis.
   (b) Produce for inspection and copying, all of your books of account, business records, bills and invoices.
   (c) Permit us under oath to question you and any of your agents, employees, or representatives involved in the purchase of this coverage or the preparation of your claim, and verify your answers with a signed acknowledgment.

10. Submit to us, within ninety (90) days from the date of loss, unless we extend the time in writing:
   (a) a signed, sworn Proof of Loss that states to the best of your knowledge and belief:
      (1) The time and cause of the loss;
      (2) Your interest and the interest of all others in the property involved;
      (3) Any other policies of insurance that may provide coverage for the loss;
      (4) Any changes in title or occupancy of the property during the coverage agreement period and;
      (5) The amount of your claimed loss.
   (b) You shall also submit with the Proof of Loss:
      (1) The inventory referred to in K.6.
      (2) The records specified in K.7, and K.8;
      (3) Specifications for any damaged buildings and;
      (4) Detailed estimates for the repair of any damages.

11. Cooperate with us in the investigation and adjustment of the loss.

L. Appraisal

1. If you fail to agree with us on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after our receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.

2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, you or we may petition a judge of a court of record in the state where the covered loss happened, to select an umpire.

3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to you and us, the amount they agree on will be the amount of our payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.

4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by you and us.
M. Our Options

At our option, we will repair, rebuild or replace damaged covered property with other property of like kind and quality within a reasonable period of time. If we elect to repair or replace the covered property, we will notify you of that decision within sixty (60) days of our receipt of your proof of loss. We will, at our option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. Covered losses will be adjusted with you except as provided in Condition S, Mortgage Holders.

2. If a claim is made for damage to covered property of others that you hold we will have the right to adjust that loss or damage with the owners of that property. Our payment to the owners will fully satisfy any claim of yours for damage to that property.

O. Collection from Others

Payment to you for a covered loss will be reduced to the extent you have collected that loss from others.

P. Payment of Loss

We will pay the covered loss within thirty (30) days after we receive and accept the signed, sworn Proof of Loss, if:

1. You have complied with all the terms of this Coverage Agreement;

2. We have reached agreement with you on the amount of covered loss, or

3. An appraisal award is made as provided for in Condition L, Appraisal.

Q. Recovered Property

If either you or we recover any covered property after we have paid for its loss, that party must give the other prompt written notice of the recovery. If we recover the covered property, we will return it to you, if you so request. You must then return the amount we paid to you for it.

If you recover the covered property, you may either keep it or surrender it to us. If you choose to keep it, you must return the amount we paid to you for it.

R. Pair, Set or Parts

In the event of a covered loss to an article that is part of a pair or set, our payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the covered loss; or

2. The difference between the value of the pair or set before and after the covered loss.

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set.

When covered property consists of several parts, we will pay only for the lost or damaged part.

S. Mortgage Holders

1. We will pay for covered loss to buildings or structures to each mortgage holder shown on the Schedule of Mortgage Holders or Loss Payees, as their interests may appear.

2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.

3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable limit of liability, if the mortgage holder:

(a) Pays any premium due under this Coverage Agreement at our request;

(b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and,

(c) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.
All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.

4. If we pay the mortgage holder for any covered loss and deny payment to you because you have failed to comply with the terms of this Coverage Agreement:
   (a) The mortgage holder’s rights under the mortgage will be transferred to us to the extent of the amount we pay; and
   (b) The mortgage holder’s right to recover the full amount of the mortgage claim will not be impaired. In the event of a covered loss, we will, at our option, pay the mortgage holder the whole principal of your mortgage plus any accrued interest. In that event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.

5. If we cancel or non-renew this Coverage Agreement, we will give the mortgage holder the same notice we give to you.

6. The term “mortgage holder” includes trustees.

T. Loss Payee

In the event of a covered loss to property in which both you and a loss payee have an insurable interest, we will:

1. Adjust the covered loss with you; and,

2. Make payment for the covered loss to you and the loss payee jointly, as their interests may appear.

U. Inspection

1. During the period of this Coverage Agreement, we will be permitted, but not obligated, to inspect the covered property. Neither our right to make inspections, nor making them, nor any report of them, will imply for you or others, nor constitute an undertaking, that the covered property is safe, healthful, or in compliance with laws, regulations, codes or standards.

2. This condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

We will have no liability to you or others because of any inspection or failure to inspect.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an “X” in the DECLARATIONS, we will not pay more than our proportion of the applicable limit of liability shown on the Property and Inland Marine Coverage Part Declaration for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a covered loss as follows:

A. Accounts Receivable

1. We will pay the following expenses directly resulting from a covered loss to your records of accounts receivable at a covered location:
   (a) Amounts due you from customers that you are unable to collect;
   (b) Interest charges on any loan to offset amounts you are unable to collect, pending our payment of those amounts;
   (c) Collection expense above your normal collection expense; and,
   (d) Reasonable expenses you incur to re-establish your records of accounts receivable.

2. Amount of Loss
   (a) If you are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, our payment will be calculated in the following manner:
      (1) Your average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.

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(b) The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:

(1) Balances for accounts not damaged or affected by the loss;
(2) Amounts of accounts you are able to re-establish and collect;
(3) An allowance for bad debts you are not normally able to collect.
(4) All unearned interest and service charges.

3. For the purposes of this extension, the following additional exclusions apply and we will not pay for:
(a) Any loss that requires an audit or inventory to establish its existence;
(b) Any fraudulent, dishonest or criminal act done by:
   (1) Anyone entrusted with the covered property, including their employees and agents; or
   (2) Anyone having an interest in the covered property.
   This exclusion does not apply to the acts of a carrier for hire;
(c) Bookkeeping, accounting, or billing errors or omissions;
(d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
(e) Taxes or Bond revenue.

4. For the purposes of this extension, the following additional conditions apply:
(a) When you are not open for business, or when you are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
(b) When records of accounts receivable have been damaged or destroyed, you must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and we will pay such costs and expenses of obtaining collection to the extent they reduce your loss.
(c) When records of accounts receivable have been damaged or destroyed, you will use any property or service owned or controlled by you or obtainable from other sources in order to reduce your loss.

B. Animals

We will pay for all owned animals killed in a covered loss at a covered location. We will also pay for the in-line of duty death of a certified police canine or horse owned by you.

Your deductible for this extension is the lower of $500 or the amount shown in the Declarations.

No veterinary costs are included in this extension.

C. Buildings Under Construction

We will pay for any one occurrence for insured physical loss or damage to your buildings that are under construction. Your schedule must indicate any ongoing or intended construction projects.

Buildings Under Construction include:
1. New buildings being erected at a covered location;
2. Additions to any buildings already covered under this agreement; or
3. Renovations to any buildings included in the schedule.
4. New buildings being erected at sites other than a covered location, subject to final contract value any one construction project limit of $25,000,000.
D. Debris Removal Expense:

1. We will pay for the expense to remove the debris from a covered loss at a covered location. We will only pay these expenses if we receive immediate written notice of the covered loss and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the covered loss or the end of the coverage agreement period, whichever is earlier.

2. We will pay for expenses to remove from covered locations storm blown debris of property not covered by this Coverage Agreement, excluding trees, timber, shrubs, or landscaping originating from your location(s).

3. Debris removal expense does not include any costs to clean up or remove:
   (a) pollutants;
   (b) asbestos; or
   (c) debris in or on easements, right-of-ways, streets, roads, water or beaches that are not covered locations.

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a covered loss, we will pay:
   (a) Demolition Cost:

   The cost incurred to demolish all or part of your covered Real Property, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

   (b) Operation of Building Laws:

   The cost you incur to rebuild at the same location any undamaged part of your Real Property, which is required by law to be demolished after a covered loss. We will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.

   (c) Increased Construction Cost:

   The increased cost you incur for materials and labor required to rebuild the damaged portion of your Real Property at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

   (d) We will not pay for any:

   (1) Of these costs unless they are incurred within two (2) years from the date of loss.

   (2) Loss due to any law or ordinance that:

   i. You were required to comply with before the loss, even if the building was undamaged; and

   ii. You failed to comply with.

   (3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to pollution.

F. Duty to Defend

We will defend that part of any suit against you involving personal property of others when all of the following conditions exist:

1. The suit seeks payment for physical loss or damage to the personal property of others; and

2. The physical loss or damage is caused by a peril insured against; and

3. The physical loss or damage takes place while the personal property of others is in your custody; and

4. The personal property of others is the type of property covered by this Coverage Agreement.

We will do so even if such suit is groundless, false or fraudulent, but we may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as we deem appropriate.
G. Errors and Omissions

It is a material requirement of this agreement that the Covered Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Agreement territory where that property is located. Subject to this requirement, we will not preclude coverage for damage at a particular location where the Covered Party or its producer made an error or unintentional omission:

1. In the description or location of item(s) of property in the most recent Schedule of DECLARATIONS or documentation submitted to and accepted by us, provided that the item is the type covered under the Coverage Agreement and the error or omission is not greater than the limit set forth in the Declarations.

2. In the Schedule of DECLARATIONS so that the report omitted a location owned or occupied by the Named Covered Party at the inception date.

Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement inception. The limit shown in the Declarations is the maximum amount of indemnity for any occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. We will pay, in the event of a covered loss, for the reasonable extra costs of temporary repair to covered property or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation.

2. We will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges you incur when an outside fire department is called to save or protect covered property from a covered loss.

J. Fungus Cleanup Expense:

1. This limited coverage applies only when the fungus, wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the coverage agreement period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.

   (a) A covered loss other than fire or lightning; or
   (b) Flood, if the Flood Coverage endorsement PGIT MN-107 applies to the affected premises.

2. Under conditions described in 1. above, we will pay for loss or damage by fungus, wet or dry rot or bacteria. As used in this coverage, the term damage means:

   (a) Direct physical loss or damage to covered property caused by fungus, wet or dry rot or bacteria, including the cost of removal of fungus, wet or dry rot or bacteria;
   (b) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungus, wet or dry rot or bacteria; and
   (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that fungus, wet or dry rot or bacteria are present.

3. Regardless of the number of claims, the limit shown in the Declarations is the most we will pay for the total of all loss or damage arising out of all occurrences which take place during the Coverage Agreement Period. We will not pay more than this amount even if the fungus, wet or dry rot or bacteria continues to be present or active, or recurs, in a later Coverage Agreement Period.

4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.

5. Fungus Cleanup expense does not include any costs to clean up or remove pollutants.

6. Fungus Cleanup expense will be considered part of the original occurrence, and no separate deductible will apply.
K. Lawns, Plants, Trees or Shrubs:

We will pay for a covered loss to lawns, plants, trees and shrubs at a covered location from a specified peril, excluding loss or damage caused by freezing, disease, insects, animals, vermin or drought.

We will not pay more than the lesser of the following:

1. The applicable limit of liability shown on the Extension of Coverages Property part on the DECLARATIONS; or

2. The amount of the total value of the building and contents at that covered location.

L. Leasehold Interest

We will pay for loss of covered leasehold interest you sustain due to the cancellation of your lease. The cancellation must result from a covered loss to a covered location. Covered leasehold interest means the following:

The difference between:

1. the rent you pay at the described premises including taxes, insurance, janitorial or other service that you pay for as part of the rent; and

2. The rental value of the described premises that you lease.

The most we will pay for loss because of the cancellation of any one lease is your covered leasehold interest at the time of loss. Your covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

N. New Locations:

New Locations are covered for coverages marked with an “X” in Section I.B. Coverages of PGIT MN-104 Property and Inland Marine Coverage Form and coverages provided by endorsement for the first sixty (60) days after the date of acquisition. During that period, the covered party shall submit to us a written report stating the location, occupancy, the full replacement cost, including Loss of Business Income and any other Time Element Values for the location, and other coverage in force at that location. If we do not receive and accept that report within sixty (60) days the coverage for that Location shall cease at the end of the coverage period stated above.

Property newly constructed by the covered party during the coverage agreement period does not qualify under this paragraph unless the construction project complied with the terms of Extension of Coverage Item C.

Upon notification to and acceptance by us any New Location, the same limits will apply as though the location had been acquired and disclosed prior to Coverage Agreement inception. We shall be permitted but not obligated to inspect the New Location. We shall be entitled to an additional premium payable from the date of acquisition.

O. Personal Property of Employees:

1. We will pay for loss by a peril insured against to the Personal Property (other than automobiles) of your employees when such property is at a covered location or being used by the employee in the course of employment.

2. We will not pay for any loss to such property that occurs at the employee’s residence.

With respect to this extension, volunteers are not considered employees and there is no coverage for Personal Property of volunteers.

P. Pollution Cleanup Expense:

1. We will pay to remove pollutants from covered property at a covered location if the pollution results from a specified peril.

2. If pollution results from a peril insured against, we will pay:

   (a) To remove pollutants from land, soil, surface or ground water upon, within, beneath or comprising a covered location; or,

   (b) For testing performed in the course of extracting the pollutants from covered locations.

We will pay for removal or testing after a covered loss that occurs during the coverage agreement period.
We will only pay these expenses if we receive immediate written notice of the covered loss and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the covered loss or the end of the coverage agreement period, whichever is earlier.

Q. Professional Fees:
1. We will pay for the reasonable costs you incur, for auditors and accountants who undertake to accurately determine the details of your business in order to determine the extent of a covered loss.
2. Professional fees do not include:
   (a) any fees or expenses of attorneys;
   (b) any fees or expenses of public adjusters or any of their subsidiaries or associated entities;
   (c) fees based on a contingency; or
   (d) the cost of your own employees.

R. Recertification of Equipment
We will pay the necessary costs or expenses you incur to recertify portable fire fighting, ambulance or rescue-related scheduled inland marine you own, when such equipment is damaged in a covered loss.

S. Service Interruption Coverage
In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines), we will pay for damage to covered property at a covered location directly resulting from interruption of electricity, steam, water, natural gas or refrigeration.

However, we will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit
We will pay for loss to your covered personal property or inland marine while in transit, including your covered personal property in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property
We will pay for loss to your vehicles, when damaged by a covered loss, regardless of the location. The Named Storm deductible from PGIT MN-122 applies per vehicle rather than per location.

V. Preservation of Property
In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Agreement, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of property insured shall be added to the total physical loss and/or physical damage amount otherwise payable under the Coverage Agreement but without increasing the applicable limits or sublimits of liability stated in the Coverage Agreement. There must be an actual physical loss to the building or structure at the scheduled location in order for this coverage to apply.
SECTION VIII - DEFINITIONS

A. Accident means a fortuitous event that causes direct physical damage to covered equipment. The event must be one of the following:
   1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
   2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
   3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
   4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
   5. An event inside hot water boilers or other heating equipment that damages such equipment; or
   6. Bursting, cracking or splitting.

B. Actual cash value means replacement cost less deduction for depreciation.

C. Additional Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
   1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
   2. Minimize the suspension of business if you cannot continue operations.

D. Business income means:
   1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;
   2. Continuing normal operating expenses incurred, including payroll.

E. Coverage agreement period means the time during which coverage is provided by this Coverage Agreement.

F. Covered Equipment means the following unless specified otherwise in an endorsement to this Coverage Agreement:
   1. Equipment at a covered location that generates, transmits or utilizes energy including electronic communications and electronic data processing equipment.
   2. Equipment at a covered location which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

G. Covered location means those locations shown on the Schedule of the DECLARATIONS or on the Schedule of any endorsement to this Coverage Agreement.

H. Covered loss or loss means a loss to covered property at a covered location resulting from a peril insured against by this Coverage Agreement.

I. Covered property means property covered by this Coverage Agreement.

J. Data means any information recorded on media and used in your processing operations.

K. Earth movement, whether natural or man-made, includes but is not limited to:
   1. Earthquake;
   2. Landslide;
   3. Mudflow; or
   4. Sinking, rising or shifting of the earth.
L. Effective Date means the day and time at which the coverage provided by this Coverage Agreement begins.

M. Flood means: rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by Flood within the terms and conditions of this Coverage Agreement:
1. physical damage by fire, explosion or sprinkler leakage resulting from Flood
2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a Named Storm

N. Fungus means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

O. Inland Marine means scheduled:

1. Communications Equipment - your stationary or portable communications equipment while at your covered location or away from your covered location during authorized use.

2. Contractor's/Mobile Equipment - your stationary or portable machinery and tools while at your covered location or away from your covered location during authorized use.

3. Electronic Data Processing Equipment - your programmable electronic equipment that is used to store, retrieve and process data, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as data transmission.

4. Emergency Service Portable Equipment - your portable fire fighting, ambulance or rescue related equipment, excluding aircraft and watercraft.

5. Fine Arts - your art, sculptures, rarities, or antiquities, owned by you or in your care, custody and control.

6. Other Inland Marine - your outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.

7. Rented, Borrowed or Leased Equipment - items in your care, custody or control that you assume responsibility for through a formal arrangement.

8. Valuable Papers - your books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, or recording or storage media. We will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.

9. Watercraft - your owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for Specified Perils only, excluding collision with another object.

P. Limits of liability means the maximum amount we will pay for a covered loss.

Q. Media means the medium on which data or software is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in your electronic data processing equipment.

R. Named Storm means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority. All Named Storm events that occur within a continuous seventy-two (72) hour period will be considered a single occurrence.
S. Necessary expenses means expenses in excess of normal operating expenses, you incur in reducing your loss of business income. We will not pay more than we would pay if you had been unable to make up lost production or continue operations or services.

T. New locations means:
   1. Real Property, you purchase or rent including Personal Property at that location;
   2. Real Property you begin to build; or
   3. Inland Marine you purchase.

   after the effective date of this Coverage Agreement.

U. Occurrence means a sudden, identifiable, fortuitous event that result in a covered loss or series of events directly resulting from a covered loss.

V. Over the road coverage means while vehicle is being driven or is in the course of traveling from one location to another.

W. Peril(s) Insured against means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.

X. Period of restoration means;
   1. For buildings and equipment, the period of time which:
      (a) starts at the time of a covered loss and,
      (b) ends when using reasonable speed the building and equipment could be:
          (1) repaired or replaced; and
          (2) made ready for operations;
          under the same or equivalent physical and operating conditions that existed prior to the damage.
      (c) For buildings under construction:
          (1) We will apply the time period defined in 1, above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
          (2) We will give consideration to the actual experience of the business after completion of the construction and start-up.
   2. For stock in-process and mercantile stock, including finished goods not manufactured by you, the time required using reasonable speed:
      (a) To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
      (b) To replace physically damaged mercantile stock.
   3. For raw materials and supplies, the period of time:
      (a) Of actual interruption of production or suspension of operation or services which resulted from your inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
      (b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
   4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
   5. The time required using reasonable speed to restore the physically damaged or destroyed data, programs, or other software from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

The period of restoration does not include any additional time due to your inability to resume operations for any reason, including but not limited to:
(a) Making changes to equipment.
(b) Making changes to the buildings, or structures, except as provided in the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown on form in Section VII Extensions of Coverage included in this Coverage Agreement.
(c) Restaffing or retraining employees.
(d) Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to pollution or pollutants.

The expiration of this Coverage Agreement will not terminate the period of restoration. The period of restoration will not exceed 24 months from the date of loss and will not be limited by the expiration of this Coverage Agreement.

Y. Personal property means:

1. Personal Property you own;
2. Improvements and betterments you have made in buildings you do not own;
3. Your legal liability to the owner of Personal Property in your custody for physical damages to that property resulting from a peril insured against under this Coverage Agreement.

Z. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, pollutants does not include ammonia or asbestos.

AA. Pollution means the presence, discharge, dispersal, seepage, migration, release or escape of any pollutants.

BB. Property in the open means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches and playground equipment.
6. Property in the open does not include buildings, structures or real property within 1,000 feet of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that you provide us, the function of which is unrelated to or not incidental to the normal operation of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that you provide us.

CC. Real Property means buildings and any other structure, including:

1. Attached additions, extensions, permanent fitting or fixtures; and
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.

DD. Replacement cost means the cost to replace covered property:

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened. But replacement cost excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair or use.

EE. Schedule of the DECLARATIONS is the schedule of values reported to and on file with us, or attached to this Agreement, and the limits and sub-limits shown in the DECLARATIONS.

FF. Sinkhole collapse means loss to covered property resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for sinkhole collapse does not include the cost of filling sinkholes.

GG. Software means programs stored on media that instruct electronic data processing equipment how to process data.

HH. Specified perils means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for Watercraft while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for Watercraft while in the water; or
13. Theft, except for Watercraft while in the water.

II. Volcanic activity means loss to covered property directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast;
3. Lava flow.

All volcanic activity resulting from eruptions occurring within any 168 hour period will constitute a single occurrence.

JJ. We, us and our(s) means the Trust issuing this agreement, as shown on the DECLARATIONS.

KK. Wind means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

LL. You and your(s) mean the named covered party shown on the DECLARATIONS.
PUBLIC ENTITY PROPERTY

STATED VALUE

This endorsement changes the agreement. Please read it carefully.

In consideration of premium charged, coverage for Building and Contents as listed on the applicable property schedule is amended as follows:

PGIT MN-104, Section 1, item C is deleted entirely and replaced with:

Subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs to Real Property and Personal Property in any one occurrence is the lesser of:

1. The cost to repair the damaged property; or
2. The cost to replace or rebuild with new materials of like size, kind and quality; or
3. The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
4. The value reported on the applicable schedule of values. This value is subject to an 80% coinsurance clause (example below).

This endorsement memorializes the intention of the Covered Party to secure property coverage for a value less than the potential cost to rebuild or replace based on the appraisal on file.

Coinsurance example:

Amount of Loss: $40,000
Building insured for: $100,000
Replacement cost at time of loss: $150,000
Coinsurance percentage: 80%
Minimum you should have insured for: $120,000
Deductible: $5,000

Step 1 - $150,000 x .80 = $120,000
Step 2 - $100,000/$120,000 = .83
Step 3 - $40,000 x .83 = $33,200
Step 4 - $33,200 - $5,000 = $28,200

In this example the Trust would pay $28,200 of the $40,000 loss.
PUBLIC ENTITY

FLOOD COVERAGE

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:

EXCLUSION F.3.

A. We will pay for direct physical loss to covered property caused by flood.

All flood losses within a continuous 72-hour period will be considered a single occurrence. The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following limits of liability do not increase any other applicable limit of liability.

1. The most we will pay for any one occurrence of flood loss in any one coverage agreement period within a state or at a location shown on the Schedule of this endorsement will be our proportion of the limit of liability shown in the Schedule of this endorsement.

<table>
<thead>
<tr>
<th>State or location</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLORIDA</td>
<td>See DECLARATIONS</td>
</tr>
<tr>
<td>ALL OTHER STATES</td>
<td>No Coverage</td>
</tr>
</tbody>
</table>

2. The most we will pay for all flood losses during any one coverage agreement period is $75,000,000. This amount is the most we will pay for all aggregate claims for flood losses by all members of the trust. It is not a per member maximum.

C. FLOOD DEDUCTIBLE

$25,000 any one occurrence except:

Property designated as being within Flood Zone A or Flood Zone V (and prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location, whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the National Flood Insurance Program, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

In the event of a Flood both the Flood deductible and the Special Flood deductible apply, then the Flood deductible of $25,000 any one occurrence will apply to locations not designated within Flood Zones A and V (and prefixes or suffixes thereof), and the Special Flood Deductible will apply to locations within Flood Zones A and V (and prefixes or suffixes thereof).

D. ADDITIONAL DEFINITIONS

Flood Zone A

Property will be determined to be within a Flood Zone A if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classifications of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

Flood Zone V

Property will be determined to be within a Flood Zone V if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classifications of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.
EARTH MOVEMENT COVERAGE

This endorsement modifies coverage provided under the
PROPERTY BUILDING, PERSONAL PROPERTY, AND INLAND MARINE COVERAGE FORM PGIT MN-104:

EXCLUSION F.2.

A. We will pay for direct physical loss to covered property caused by sudden earth movement.

All earthquake shocks within a continuous 72-hour period will be considered a single occurrence. The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following limits of liability do not increase any other applicable limit of liability.

The most we will pay for all earth movement losses during any one coverage agreement period is shown in the DECLARATIONS.

C. Earth movement coverage under this endorsement does not apply to any underground piping, wiring, sewers, or any other conduit.
PUBLIC ENTITY

SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the PROPERTY BUILDING, PERSONAL PROPERTY, AND INLAND MARINE COVERAGE FORM, PGIT MN-104:

A. Deductible(s)

Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.

1. Unless shown differently on this form or any endorsement, we will not pay unless a covered loss from any one occurrence exceeds the amount shown on this form or any endorsement. We will then pay for the excess, up to any other applicable limit of liability. If a covered loss involves two or more deductibles, we will only use the largest of the applicable deductibles, except in respect to Flood, where both the Flood deductible and Special Flood deductible can apply to the same Flood event, or unless shown differently on this form or any endorsement.

2. Earth Movement Deductible

   a. We will not pay for an earth movement loss within a state or at a location shown on EARTH MOVEMENT COVERAGE form PGIT MN-109 until the loss exceeds deductible shown on the Earth Movement Schedule of this endorsement. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one occurrence.

   b. A deductible of $10,000 per occurrence applies to covered property in transit.

   Earth Movement Schedule

   State or Location          Flat Deductible     Percentage Deductible
   Florida                    See DECLARATIONS    See DECLARATIONS

3. Flood Deductible

   a. We will not pay for a flood loss within a state or at a location shown on FLOOD COVERAGE form PGIT MN-107 until the loss exceeds the applicable deductible shown on the Flood Schedule of this endorsement. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one occurrence.

   b. A deductible of $10,000 per occurrence applies to covered property in transit.

   Flood Schedule

   State, Flood Zone or Location          Flat Deductible
   Florida                                See DECLARATIONS and PGIT MN-107

4. Named Storm Deductible

   a. We will not pay for a named storm event loss until the loss exceeds deductible shown in the Declarations. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one occurrence.

   b. A deductible of $10,000 per occurrence applies to covered property in transit.

   c. Deductible applies per location, as defined by each itemized listing on the applicable schedule.
d. Loss of Business Income, when not scheduled per location, will be added to the values of damaged locations pro-rata by the amount of the actual Loss of Business Income.

Example:

5.0% Named Storm Deductible
$100,000 Loss of Business Income limit

<table>
<thead>
<tr>
<th>Location</th>
<th>Total Insured Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>$100,000</td>
</tr>
<tr>
<td>#2</td>
<td>$200,000</td>
</tr>
<tr>
<td>#3</td>
<td>$300,000</td>
</tr>
<tr>
<td>#4</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

Assume a Named Storm causes the following covered loss:

<table>
<thead>
<tr>
<th>Location</th>
<th>Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>$0</td>
</tr>
<tr>
<td>#2</td>
<td>$20,000</td>
</tr>
<tr>
<td>#3</td>
<td>$5,000</td>
</tr>
<tr>
<td>#4</td>
<td>$25,000</td>
</tr>
<tr>
<td>Loss of BI</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

The Loss of Business Income would be allocated 40% to Location #2, 10% to Location #3, and 50% to Location #4 yielding:

<table>
<thead>
<tr>
<th>Location</th>
<th>Deductible</th>
<th>Adjusted Loss</th>
<th>Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2</td>
<td>$10,000</td>
<td>$20,000 + $4,000 = $24,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>#3</td>
<td>$15,000</td>
<td>$5,000 + $1,000 = $6,000</td>
<td>$0</td>
</tr>
<tr>
<td>#4</td>
<td>$20,000</td>
<td>$25,000 + $5,000 = $30,000</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

TOTAL $24,000
THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the AUTOMOBILE COVERAGE FORM, PGIT MN-300, the GENERAL LIABILITY COVERAGE FORM, PGIT MN-200 and the PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT
SECTION I - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising, in whole or in part, out of the Covered Party's operations, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the Additional Covered Party does not apply:

(1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"

(2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT
SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written equipment lease or rental agreement to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

(1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;

(2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;

(4) Liability assumed by the Additional Covered Party under any contract or agreement;

(5) "Property damage" to:

(a) Property owned, used, occupied by, or rented to the Additional Covered Party;

(b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.
ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written agreement to name as an Additional Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to the Covered Party by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

(1) "Bodily injury" or "property damage" occurring after the Covered Party cease to be a tenant in that "premises";
(2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
(3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
(4) Liability assumed by the Additional Covered Party under any contract or agreement;
(5) "Property damage" to:
   (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
   (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the Covered Party's or the Additional Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the Covered Party or the Additional Covered Party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Term Date</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Insured Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Outdoor Amphitheater 16053 Front Beach Road Panama City Beach, FL 32413</td>
<td>2013</td>
<td>07/08/2014</td>
<td>07/08/2015</td>
<td>$1,060,855</td>
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<td></td>
<td>Unknown</td>
<td>2013</td>
<td>07/08/2014</td>
<td>07/08/2015</td>
<td>Steel - Standing Seam</td>
<td>2013</td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>Restrooms</td>
<td>2014</td>
<td>07/08/2014</td>
<td>07/08/2015</td>
<td>$390,436</td>
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<td></td>
<td>16053 Front Beach Road Panama City, FL 32413</td>
<td>111 - MNC</td>
<td>2013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $1,451,291 0 $1,451,291
CLAIM NOTICE

Please notify:

Preferred Governmental Claim Solutions

P.O. Box 958456
Lake Mary, FL 32795-8456

Toll Free: 1-800-237-6617 x 4002
Local: 321-832-1400
Fax: 1-321-832-1717
www.pgcs-tpa.com

There are four ways to report a claim:

- 24/7 Online @ www.pgcs-tpa.com, you must register for this service on the website
- Call 800-237-6617, ext 4002 - during office hours of 8am to 5pm Monday through Friday
- Fax 321-832-1448
- Email to LiabilityClaims@pgcs-tpa.com
# Preferred Governmental Insurance Trust
## Municipality Excess Insurance Structure 14-15

<table>
<thead>
<tr>
<th>Statutory Limits</th>
<th>All Property Insured by Trust</th>
<th>Higher Limits Available</th>
<th>Higher Limits Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colony Insurance Company</td>
<td>$225,000,000 Total Limit</td>
<td>$1,000,000 Per Occurrence Limit</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
</tr>
<tr>
<td>$2,000,000 Retention</td>
<td>Arch Specialty</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aspen Specialty</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AXIS Specialty</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
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<tr>
<td></td>
<td>Everest</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Liberty</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lloyds</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSUI</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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</tr>
<tr>
<td></td>
<td>Steadfast</td>
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<td>$75,000,000</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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<tr>
<td>(Excess over Tower 1 &amp; Tower 2)</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
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<tr>
<td>$75,000,000</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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<tr>
<td>$25,000,000</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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</tr>
<tr>
<td>AWAC</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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<tr>
<td>Arch Specialty</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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<td></td>
</tr>
<tr>
<td>Ironshore</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lexington</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
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<tr>
<td>Liberty</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lloyds</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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<td></td>
</tr>
<tr>
<td>RSUI</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
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<tr>
<td>Westchester</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tower 1)</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property</td>
<td>Princeton Excess &amp; Surplus Lines Insurance Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inland Marine and Automobile PD</td>
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<td>General Liability</td>
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<td>Law Enforcement Liability</td>
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<td>Public Officials &amp; Employment Practices</td>
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<tr>
<td>$200,000 Retention</td>
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### Preferred Governmental Insurance Trust
#### Municipality Excess Insurance Structure 14-15

<table>
<thead>
<tr>
<th>Carrier</th>
<th>A.M. Best Rating</th>
<th>Status</th>
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<tr>
<td>Allied World Assurance Company (AWAC)</td>
<td>A XV</td>
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<tr>
<td>Alterra Excess &amp; Surplus Insurance Company</td>
<td>A XIV</td>
<td>Non-admitted</td>
</tr>
<tr>
<td>Arch Specialty Insurance Company</td>
<td>A+ IX</td>
<td>Non-admitted</td>
</tr>
<tr>
<td>Aspen Specialty Insurance Company</td>
<td>A XV</td>
<td>Non-admitted</td>
</tr>
<tr>
<td>AXIS Specialty Europe Limited</td>
<td>A XV</td>
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</tr>
<tr>
<td>Colony Insurance Company</td>
<td>A XII</td>
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</tr>
<tr>
<td>Colony Specialty</td>
<td>A XII</td>
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</tr>
<tr>
<td>Everest Indemnity Insurance Co</td>
<td>A+ XV</td>
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<tr>
<td>Ironshore Insurance Ltd.</td>
<td>A- XIII</td>
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</tr>
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<td>Liberty Surplus Insurance Co</td>
<td>A XV</td>
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</tr>
<tr>
<td>Lexington Insurance Company</td>
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<td>Lloyds</td>
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<tr>
<td>National Fire &amp; Marine</td>
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<td>Non-admitted</td>
</tr>
<tr>
<td>RSUI Indemnity Company</td>
<td>A XII</td>
<td>Non-admitted</td>
</tr>
<tr>
<td>Starr Surplus Lines Insurance Company</td>
<td>A XV</td>
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</tr>
<tr>
<td>Steadfast Insurance Company</td>
<td>A+ XV</td>
<td>Non-admitted</td>
</tr>
<tr>
<td>Swiss Re</td>
<td>A XV</td>
<td>Non-admitted</td>
</tr>
<tr>
<td>Westchester Surplus Lines Insurance Company</td>
<td>A+ XV</td>
<td>Non-admitted</td>
</tr>
</tbody>
</table>

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent insurer.
Preferred Governmental Insurance Trust
Selected Financial Information
At and for the year ending September 30, 2013

Assets
Total Assets $ 159,540,811

Liabilities & Surplus
Unpaid Losses and Loss Adjustment Expenses $ 91,938,071
Total Liabilities $ 73,443,976
Surplus $ 86,096,835

Premiums
Earned Premiums $ 87,701,784
Excess Premiums $ 44,940,383

Expenses
Losses and Loss Adjustment Expenses $ 20,024,337

Net Income
Net Income $ 3,680,473
AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that “...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.”; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services...
MARYANNE HORSE  
CLERK OF COURT, SEMINOLE COUNTY  
1750 E LAKE MARY BLVD  
SANFORD, FL 32773  
407-665-4411

DATE:06/15/2012  
TIME:09:53:10 AM  
RECEIPT:1172783

ANN HANSEN  

ITEM -01 AGA 09:53:10 AM  
FILE:2012070248  
BK/Pg:0 7792/0605  
RECORDING FEE  
188.50  
COPIES  
22.00  
CERTIFICATION  
2.00  
Sub. Total  
212.50

__________________________________________
AMOUNT DUE:  $212.50  
PAID CHECK:  $212.50  
Check #1801634  
TOTAL PAID:  $212.50

REC BY: JUDYE  
DEPUTY CLERK

Have a Nice Day

AGENDA ITEM # 3
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

PREFERRED GOVERNMENTAL INSURANCE TRUST

SEPTEMBER 30, 2013 AND 2012

43 pages available with the Secretary if you want to review
REGULAR AGENDA  
ITEM #4,  
RESOLUTION 15-40
RESOLUTION NO. 15-40

A RESOLUTION CALLING FOR PUBLIC HEARING ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING ONE OR MORE SERIES OF NON-AD VALOREM ASSESSMENTS LEVIED IN PANAMA CITY BEACH, FLORIDA; AND PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the City of Panama City Beach, Florida (the "City") is adopted pursuant to Chapter 197, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined, and deemed as follows:

(A) Prior to using the uniform method of collecting non-ad valorem assessments to levy and collect special assessments in Panama City Beach, Florida, Section 197.3632 of the Florida Statutes requires the City Council of the City of Panama City Beach (the "City Council") to adopt at a public hearing a resolution stating the City's intent to use the uniform method of collecting said assessments and to publish a notice of the City's intent to use said method weekly in a newspaper of general circulation within Bay County, Florida, during the four (4) consecutive weeks preceding the public hearing.
(B) The City Council hereby directs notice of its intent to consider the use of
the uniform method of collecting one or more series of assessments at a public hearing
to be held on February 26, 2015.

SECTION 3. PUBLIC HEARING; NOTICE.

(A) A public hearing shall be held by the City Council on February 26, 2015, at
2:00 p.m., at the City Council’s regular meeting at the George C. Cowgill City Hall
Annex located at 104 South Arnold Road, Panama City Beach, Florida, at which public
hearing all parties in interest and citizens may appear to be heard as to any and all
matters pertinent to a resolution of the City Council electing to use the uniform method
of collecting one or more series of non-ad valorem assessments.

(B) A notice describing the time, date, place, and purpose of the public
hearing, and a description of the area subject to said assessments shall be published on
or about January 27, 2015, February 3, 2015, February 10, 2015, and February 17, 2015,
in accordance with Section 197.3632, Florida Statutes. Such notice shall be in
substantially the form attached hereto as Appendix "A".

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect
immediately upon its adoption.

[Remainder of page intentionally left blank.]
DULY ADOPTED this 22nd day of January, 2015.

CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA

(SEAL)

Attest:

______________________________
Gayle Oberst, Mayor

______________________________
Holy J. White, City Clerk
APPENDIX A
FORM OF PUBLISHED NOTICE
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City Council of the City of Panama City Beach, Florida (the "Council") hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting special assessments, sometimes called non-ad valorem special assessments, to be levied upon one or more properties within the Front Beach Road Community Redevelopment Area upon which a public nuisance is located, to recover the cost of capital improvements and essential services incurred by the City to abate the nuisance in the event the owners or persons interested in the property fail to do so, commencing for the Fiscal Year beginning on October 1, 2014, and each year thereafter. The Council will consider the adoption of a resolution electing to use the uniform method of collecting such assessment(s) on the same bill as for property taxes as authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 2:00 o’clock p.m., Thursday, February 26, 2015, in the Council Chambers, George C. Cowgill Annex to City Hall, 104 South Arnold Road, Panama City Beach, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy.

The real property subject to the levy is all the property located within the boundaries of the Front Beach Road Community Redevelopment Area (the "Assessment Area"). The levy will be made for the cost of services, facilities or
programs which provide a special benefit to, or relieve a burden attributable to, one or more parcels of land within the Assessment Area, arising from the City’s abatement or elimination of a public nuisance which is not abated by the owner after notice and opportunity for hearing. If abatement costs are unpaid by the owner, the levy against the property upon which the nuisance is or was located will not exceed the cost of abatement and benefit, as determined by law, necessary to relieve and address the burdens created by such nuisance.

Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Office of the City Clerk of Panama City Beach, 110 South Arnold Road, Panama City Beach, Florida. All interested persons are invited to attend.

The public hearing is only being held to determine and preserve the method of collection. The City has previously determined to use and is presently using the uniform method of collecting non-ad valorem special assessments for the cost of providing capital improvements and essential services related to stormwater management.

In the event any person decides to appeal any decision by the City Council with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is
made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (850) 233-5100 at least seven days prior to the date of the hearing.

DATED this 22nd day of January, 2015.

By Order of: CLERK OF THE CITY OF PANAMA CITY BEACH

Publication:
January 27, 2015
February 3, 2015
February 10, 2015
February 17, 2015
REGULAR AGENDA

ITEM #5,

RESOLUTION 15-48
RESOLUTION 15-48

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF THAT CERTAIN FEDERALLY FUNDED SUBGRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, FOR HAZARD MITIGATION OF THE GULF HIGHLANDS STORMWATER BASIN IN THE AMOUNT OF $109,256 AND OF THE TASK ORDER NO. 1-09 WITH PREBLE-RISH, INC. FOR PROFESSIONAL STORMWATER ENGINEERING SERVICES FOR PHASE I OF THAT PROJECT IN THE AMOUNT OF $99,700, APPROVING A BUDGET AMENDMENT TO PROVIDE FUNDING FOR THE PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City applied for a grant from the State of Florida for the design and planning of the Gulf Highlands Mitigation Project,

WHEREAS, a grant was awarded by the State to the City and the State has proffered that certain Federally Funded Subgrant Agreement between the City and the State of Florida, Division of Emergency Management, relating to award and use of grant money for Phase I of Gulf Highlands Mitigation Project; and

WHEREAS, the City intends to use that money to task Preble-Rish, Inc. in accordance with the December 29, 2013 Master Services Agreement between the City and Preble-Rish for general, localized stormwater engineering services relating to the preparation of engineering design plans for the Project.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Federally Funded Subgrant Agreement between the City and the State of Florida, Division of Emergency Management, relating to award and use of grant money for Phase I of Gulf Highlands Hazard Mitigation Project, in the basic amount of One Hundred Nine Thousand, Two Hundred Fifty Six Dollars ($109,256.00) which represents 75% of the total Project Cost of $145,675.00, in substantially the form attached, incorporated and marked as Exhibit A, 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 appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #1-09 to the Master Services Agreement between the City and Preble-Rish, Inc., dated December 29, 2013, for general, localized stormwater engineering services, relating to the preparation of engineering design plans for the Gulf Highlands Hazard Mitigation Project, in the basic amount of Ninety Nine Thousand Seven Hundred Dollars ($99,700), in
substantially the form attached, incorporated and marked as Exhibit B, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreements shall be conclusive evidence of such approval.

3. Budget Amendment #8 attached, incorporated and marked as Exhibit C, is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014 and ending September 30, 2015, to reflect receipt and expenditure of funds for these purposes.

4. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this _____ day of __________________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto, Al Shortt

From: Kelly Jenkins

Date: January 12, 2015

Subject: Federally-Funded Subgrant Agreement (Phase 1) – Gulf Highlands

In August 2013 CDM Smith was tasked to analyze different possible scenarios, for the Gulf Highlands stormwater basin to see if proposed infrastructure improvements could help alleviate some of the flooding for 100 year rainfall events. The report concluded that adding 2-54” culverts at Front Beach Road near the Pompano Restaurant parcel, lowering a portion of the existing weir and re-establishing the downstream capacity would provide approximately 5” to 6” of relief to many Gulf Highlands residents during a 100 year storm event.

Preble-Rish Inc. (PRI), the City’s stormwater consultant, assisted the City in submitting for FEMA Hazard Mitigation Grant Program (HMGP) Funds through the State Division of Emergency Management. This Grant will be broken up into two phases. On January 8, 2015, the state sent the first phase of the subgrant agreement to the City for execution. This phase will consist of $145,675 which includes surveying, hydrologic and hydraulic studies, design and construction plans, revised construction estimates and permitting through FDOT, FDEP and Army COE for this project.

The grant agreement currently allows funding of this phase to be split 75/25 between the federal and local match funds. This would make the federally funded portion $109,256 and our local proportionate share would be $36,419. However, Bay County is currently working on getting a project approved as a “match project” through FEMA which would allow this agreement to be 100% fully funded. If this match project is approved through FEMA, as anticipated, we will revise the agreement to reflect these changes. Staff recommends approval of this agreement and has sufficient funds in this fiscal year stormwater budget if matching funds are required.
FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and the City of Panama City Beach, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK
   The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES
   The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT
   This Agreement shall begin upon execution by both parties, and shall end December 4, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT
   Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING
   (a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-132, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work — Attachment A — and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in
accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.
In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:
   1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
   2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
   3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
   4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.
(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall  
Bureau of Mitigation  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Telephone: (850) 922-5944  
Fax: (850) 922-1259  
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Ms. Kelly Jenkins  
City Engineer  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, Florida 32413  
Telephone: (850) 233-5100 Ext. 2414  
Fax: (850) 233-5010  
Email: kjenkins@pcbgov.com

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.
(14) **SUBCONTRACTS**

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor’s performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor’s progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(15) **TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) **ATTACHMENTS**

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

- Exhibit 1 – Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Statement of Assurances
- Attachment D – Request for Advance or Reimbursement
- Attachment E – Justification of Advance
- Attachment F – Quarterly Report Form
- Attachment G – Warranties and Representations
- Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet
(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $109,256.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:
In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
(g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.
(m) The State of Florida will not intentionally award publicly-funded contracts 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 Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida’s Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient’s governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.
(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: CITY OF PANAMA CITY BEACH

By:______________________________

Name and Title:____________________

Date:___________________________

FEID#:_________________________

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:______________________________

Name and Title: Bryan W. Koon, Director

Date:___________________________
EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded. Please delete text before finalizing this agreement.

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance Number: 97.039
Amount of Federal Funding: $109,256.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

Commonly Applicable Statutes and Regulations
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:
List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities:
   - Major Flood Control Drainage System
   - 

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.
Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to conduct Phase I of the project located at: Front Beach Road, Panama City Beach, Florida, section 36 Township 3S Range 16W, (30.1774, -85.8039) to (30.1782, -85.8049) that shall include the preliminary engineering designs and calculations. No construction activities are approved at this time. The SOW will include the Recipient, City of Panama City Beach installing two (2) additional 54" Reinforced Concrete Pipe (RCP) Culverts under Front Beach Road in the Florida Department of Transportation (FDOT) right of way. The project shall also include new FDOT index 250 Concrete Headwalls, major utility relocations, and stabilization with sod to complete project.

OVERVIEW:

As a Hazard Mitigation Grant Program project (HMGP) the Recipient, City of Panama City Beach shall implement Phase I; the project will provide a 100-year flood event protection in the project area.

The Recipient shall prepare construction plans to determine modifications needed to improve the drainage and alleviate flooding. The funding for completion of engineering, design, environmental permitting is necessary to implement the project.

This is a review for Phase I approval; when completed, the applicant will need to provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact. The Recipient shall complete Phase I in accordance with all applicable federal, state and local laws, regulations, and codes, and all Phase I activities and deliverables shall be completed and submitted to the Division before December 04, 2015.

TASKS:

1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient’s procurement policy as well as all Federal and State Laws and Regulations. The Recipient shall contract for or supervise all performed work to produce engineering designs and construction plans and furnish them to the Division.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the
Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services.

The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Recipient shall monitor and manage mitigation activities for phase I, which consist of developing plans for installation of two (2) additional 54" RCP Culverts under Front Beach Road in the Florida FDOT right of way, in accordance with the HMGP application and associated documentation as presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

Project location:

a) Front Beach Road, Panama City Beach, Florida
   Section 36 Township 3S Range 16W, (30.1774, -85.8039) to (30.1782, -85.8049)

The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and shall provide a summary of all contract scope of work, scope of work changes, if any. Additional documentation shall include:

1. Two sets of engineering signed & sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) studies;
2. Construction plans and bid documents;
3. Revised cost estimate for phase II construction (including phase I cost);
4. All Project Requirements and Conditions contained herein;

3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient is shall submit an Affidavit signed by the Recipient’s project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the payment request represents, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information
describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

1) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
2) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

DEVELOPABLES:

The project shall provide Phase I designs that are calculated for Phase II review, including verification that there shall not be any upstream or downstream impact. The Recipient shall prepare construction plans to determine modifications needed to improve the drainage and alleviate flooding, and all Phase I activities and deliverables shall be completed and submitted to the Division before December 04, 2015.

Provided the Recipient performs in accordance with the SOW outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT REQUIREMENTS AND CONDITIONS:

ENVIRONMENTAL:

1) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during any ground disturbing activities during construction, and if any potential
archeological resources are discovered, will immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) Provide digital colored and labeled photographs of all areas of ground disturbance.

6) Provide colored and labeled aerial photograph displaying the full extent of the project footprint. The project area shall be provided in square feet and the depth in feet. Staging areas shall be identified.

7) Consultation with the U.S. Army Corps of Engineers (USACE) is required. Any authorizations or permits required must be awarded before any construction activities. Any conditions imposed by the USACE shall be included in the final design plans, narrative and project implementation actions. USACE permit or documentation of no permit required (required) must be submitted with Phase I deliverables.

8) Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NWFWMD) must be awarded before any construction activities. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions. Confirmation from the NWFWMD must be submitted if no permit is required (NPR). ERP or verification of NPR is required with Phase I deliverables.

9) The local Floodplain Administrator shall review the project to determine if the project meets the local floodplain requirements. Copies of coordination shall be included with the Phase I deliverables.

10) All federal, state and local permits must be acquired before completion of Phase I. Copies of all permits shall be submitted with Phase I deliverables.

11) Public notice shall be given as soon as possible. A copy of the publication and affidavit of public notice along with all public comments and resolutions shall be submitted with Phase I deliverables. If a public meeting was held in lieu of a publication, a copy of the meeting minutes and sign in sheet must be provided.

PROGRAMMATIC:

1) The Recipient shall notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) A change in the Scope of Work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) The Recipient shall "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance (POP) must be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension must be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Recipient shall avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the
following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

This is FEMA project number HMG-4138-05-R, funded under Severe Floods FEMA-4138-DR-FL.

The project was awarded December 04, 2014 and began on upon execution and the Period of Performance (POP) for this project shall end on December 04, 2015.

**SCHEDULE OF WORK:**

State Contracting: 3 Months
Design, Surveys Engineering: 2 Months
Surveys Permitting: 2 Months
Permitting Documentation Preparation: 2 Months
Issuance of FDOT Permits: 3 Months

Total Period of Performance: 12 Months

**BUDGET:**

**Line Item Budget:**

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<thead>
<tr>
<th></th>
<th>Project Cost</th>
<th>Federal Share</th>
<th>Local Share</th>
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<tr>
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<td>$145,675.00</td>
<td>$109,256.00</td>
<td>$36,419.00</td>
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<td><strong>Total:</strong></td>
<td><strong>$145,675.00</strong></td>
<td><strong>$109,256.00</strong></td>
<td><strong>$36,419.00</strong></td>
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*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

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<td><strong>Total Project Cost:</strong></td>
<td><strong>$145,675.00</strong></td>
<td><strong>(100%)</strong></td>
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</tbody>
</table>
Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

2. 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

3. State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

4. Hazard Mitigation Long-term Recovery Guidance; and

5. All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient shall provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

1. The property shall be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager shall evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase that a full environmental review must be completed prior to funding Phase II.

As a reminder, the Recipient shall obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

1. For Construction projects, the grantee shall "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

2. A change in the Scope of Work shall be approved by FEMA in advance regardless of the budget implications; and

3. The Recipient shall notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

**STATEMENT OF ASSURANCES**

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

1. 53 Federal Register 8034
2. Federal Acquisition Regulations 31.2
3. Section 1352, Title 31, US Code
5. Chapter 473, Florida Statutes
6. Chapter 215, Florida Statutes
7. Section 768.28, Florida Statutes
8. Chapter 119, Florida Statutes
9. Section 216.181(6), Florida Statutes
10. Cash Management Improvement Act Of 1990
(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes
(13) Immigration and Nationality Act
(14) Section 286.011, Florida Statutes
(15) F.O. 12572 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance
Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It shall comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It shall comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall be on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is
used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It shall comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It shall comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtml

(k) It shall require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;


(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

AGENDA ITEM 5
Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

Abiding by the terms and conditions of the “Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Registry eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may provide for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes
consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It shall comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It shall comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It shall comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It shall comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It shall comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It shall comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It shall comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It shall comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It shall comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It shall comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It shall comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It shall assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It shall comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
(bb) It shall comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It shall comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It shall comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It shall comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It shall comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It shall assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It shall comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

2. Return the property to its natural state as though no improvements had ever been contained thereon.

3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

4. Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

5. Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

6. Leave the demolished site clean, level and free of debris.

7. Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

8. Obtain all required permits.

9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
(10) 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.
Division of Emergency Management

Request for Advance or Reimbursement of Hazard Mitigation Grant Program Funds

Recipient Name: 

Remit Address: 

City, State, Zip Code: 

Payment #: 

Contract #: 15HM-9J-01-13-02-XXX

Fema Tracking #: 

Invoice Period: _______ to _______

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<td>Comments</td>
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Total Current Request: $

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

Recipient Signature: 

Name and Title: 

Date: 

Approved Project Total: $

Administrative Cost: $

Government's Authorized Representative

Approved for Payment: $

Date: 

Agenda Item #: 5
## DIVISION OF EMERGENCY MANAGEMENT

### SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION GRANT PROGRAM

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<td>FEMA Tracking #:</td>
<td>15HM-9J-01-13-02-XXX</td>
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</table>

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<tr>
<th>Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)</th>
<th>Date of delivery of articles, completion of work or performance services.</th>
<th>Documentation</th>
<th>Applicant's Eligible Costs</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.</td>
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<td>100%</td>
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</table>

| TOTAL |   |   |   |
Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: ________________________________

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED

Advance payment of $______________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

<table>
<thead>
<tr>
<th>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</th>
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<tr>
<td>For Example ADMINISTRATIVE COSTS (Include Secondary Administration)</td>
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<tr>
<td>For Example PROGRAM EXPENSES</td>
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<td>TOTAL EXPENSES</td>
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</tbody>
</table>

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).
Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT ___________________________ PROJECT #: 4138-05-R

PROJECT TYPE: ______________________ CONTRACT#: 15HM-9J-01-13-02-XXX

DISASTER NUMBER: 4138-05-R QUARTER ENDING: ______________________

Provide amount of advance funds disbursed for period (if applicable): $ ____________

Provide reimbursement projections for this project:
July-Sep 20 $ ______ Oct-Dec 20 $ ______ Jan-Mar 20 $ ______ Apr-June 20 $ ______
July-Sep 20 $ ______ Oct-Dec 20 $ ______ Jan-Mar 20 $ ______ Apr-June 20 $ ______

Percentage of Work Completed (may be confirmed by state inspector’s): ____________%

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:
___________________________________________________________________________

Provide a schedule for the remainder of work to project completion:
___________________________________________________________________________

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:
___________________________________________________________________________

[ ] Cost Unchanged [ ] Under Budget [ ] Over Budget

Cost Status: 

Additional Comments/Elaboration:
___________________________________________________________________________

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form ____________________________

33
Attachment G

Warranties and Representations

Financial Management
Recipient’s financial management system must provide for the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.

2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

3. Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

4. Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

6. Cost accounting records that are supported by backup documentation.

Competition
All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient’s interest to do so.

Codes of Conduct
The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours
The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting
All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.
Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Recipient, ________________________________,
certifies, by submission of this document, that neither it nor its principals is presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in
this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective
contract shall attach an explanation to this form.

**CONTRACTOR**

By: __________________________________________
Signature

Name and Title

Street: Address

City, State, Zip

Date

<table>
<thead>
<tr>
<th>Recipient's Name</th>
<th>15HM-9J-01-13-02-XXX</th>
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<td>4138-05-R</td>
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<td>FEMA Project Number</td>
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Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4138-05-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: $109,256.00
OBLIGATION/ACTION DATE: December 4, 2014
SUBAWARD DATE (if applicable):
DUNS#: 018095984
DUNS# +4: 

36
If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: ________________________________

DBA NAME (IF APPLICABLE): ________________________________

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: _______________________________________

ADDRESS LINE 2: _______________________________________

ADDRESS LINE 3: _______________________________________

CITY ___________________ STATE _______ ZIP CODE+4** ____________

PARENT COMPANY DUNS# (if applicable): ________________________

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): ________________________

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Project Scope of Work goes here

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _______________________________________

ADDRESS LINE 2: _______________________________________

ADDRESS LINE 3: _______________________________________

CITY ___________________ STATE _______ ZIP CODE+4** ____________

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.
2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion ________________________)

<table>
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<tr>
<th>Rank (Highest to Lowest)</th>
<th>Name (Last, First, MI)</th>
<th>Title</th>
<th>Total Compensation for Most Recently Completed Fiscal Year</th>
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<td>5</td>
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</tbody>
</table>

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: ____________________________________________

NAME AND TITLE: ________________________________________

DATE: _________________________________
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto, Al Shortt

From: Kelly Jenkins

Date: January 13, 2015

Subject: Professional Stormwater Engineering Services Task Order – Gulf Highlands Phase 1 Hazard Mitigation Grant Program (HMGP)

The first phase of the Hazard Mitigation Grant for the Gulf Highlands Stormwater Improvement Project has been awarded to the City of Panama City Beach to help alleviate flooding in this area. As part of this phase of the grant, the City is required to provide a variety of professional stormwater engineering services to complete tasks required by the grant. These include surveying, hydrologic and hydraulic studies, design and construction plans, revised construction estimates and permitting through FDOT, FDEP and Army COE.

Staff requested and has received a proposed task order number 2015 1-09 for work under the Master Services Agreement (MSA) with one of the City’s stormwater consultants Preble-Rish Inc. (PRI) and it is attached for your reference. Fees in the task order of $99,700 are included to provide all of the services listed above.

Staff recommends approval of this agreement.
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 1-09 DATABASE (name)

DATE January 12, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND PREBLE-RISH, INC., RELATING TO GENERAL, LOCALIZED PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29, 2013, (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 the Gulf Highlands Drainage Improvement Project.

**Engineer’s total compensation** shall be (check one):

- **X** a stipulated sum of $99,700.00
- ___ 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 ____________________;
- ___ a fee determined on a time-involved basis at the rates set forth upon incorporated Attachment B, Hourly Fee Breakdown (if applicable), with a maximum cost of $________;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on __________, 2015, and shall be completed within ________ calendar days. The date of completion of all work is therefore __________, 201___. Liquidated delay damages, if any, are set at the rate of $________ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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:

__ __________________________

Preble-Rish, Inc.

By: ______________________ Date: ______________

___ __________________________

City Manager

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

By: ______________________ Date: ______________

City Clerk

Exhibit B

AGENDA ITEM #
January 12, 2015

VIA E-MAIL (kjenkins@pcbgov.com)

Mrs. Kelly Jenkins
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

RE: City of Panama City Beach – Gulf Highlands Drainage Improvements
Professional Services Fee Proposal
PRI Project No. 166.023

Dear Mrs. Jenkins:

Preble-Rish, Inc. (PRI) is pleased to provide this proposal for professional services to the City of Panama City Beach (City) for the Gulf Highlands Drainage Improvement Project.

This Task Order is for the purpose of PRI to provide professional services for the Gulf Highlands Drainage Improvement Project to the City acting by and through its Council. FEMA is requiring that all permits for the project be obtained prior to further consideration. PRI has developed the following scope of services and associated fee schedule in an effort to develop 100% engineering documents and obtain the necessary permits.

PRI has prepared the enclosed Task Order (refer to Exhibit A) which details our scope of services and associated fees. PRI proposes to provide the services described in the attached Task Order for a lump sum fee of $99,700.00.

If the tasks and costs outlined in the enclosed Task Order is acceptable, please execute and return to the PRI Santa Rosa Beach office.

Thank you for the opportunity to be of service to the City and we look forward to working with you on this important project. If you have any questions, please do not hesitate to call me at (850) 267-0759.

Sincerely,
PREBLE-RISH, INC.

[Signature]
Cliff Knauer, P.E.
Senior Vice President

CK/sp

cc: Mr. Cliff Wilson III, P.E., President, PRI (via wilsonc@preble-rish.com)
Mr. Eric Pitts, Project Manager, PRI (via pittse@preble-rish.com)
Ms. Missy Ramsey, Controller, PRI (via ramseym@preble-rish.com)
CITY OF PANAMA CITY BEACH  
GULF HIGHLANDS DRAINAGE IMPROVEMENTS  
PRI PROJECT NO. 166.023  

TASK ORDER 2015 1-09  

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the Engineer to provide professional services for the Gulf Highlands Drainage Improvements project to the City of Panama City Beach (City) acting by and through its Council. We understand the City has received the HMGP grant funding for the Gulf Highland project and FEMA is requiring that all permits for the project are obtained prior to further consideration. PRI has developed the following scope of services and associated fee schedule in an effort to develop 100% engineering documents and obtain the necessary permits.  

DESCRIPTION OF SCOPE OF SERVICES  

SURVEYING - $19,200  

A. Topographic Survey - $18,350  
   1. Topographic data collection for the Hwy 98 ROW and adjacent property’s of Lake Town Wharf (approximately 500 LF) with all utilities that will be impacted by project construction.  
   2. Conveyance system survey to include the spillway and channel 100’ downstream of the existing pipes.  
   3. Downstream conveyance survey for hydraulic analysis to include all areas reviewed on site with staff with cross sections for approximately 3900 LF  

B. Project Walkthroughs - $850.00  
   1. Preliminary site walkthrough of proposed corridor with design, surveying, and project management personnel for evaluation of site characteristics and known project issues.  

ENGINEERING SERVICES - $80,500.00  

A. Roadway Analysis - $4,550.00  
   1. Design and layout of roadway facilities for a two-lane road within the project limits.  
   2. Design of vertical alignment(s) to provide adequate base clearance separation, drainage system cover, and driver comfort expectations as required by all applicable roadway design standards.  
   3. Design of pedestrian facilities and protection systems adjacent to the roadway.  
   4. Layout of detailed maintenance of traffic plans, construction phasing, and scheduling.  

B. Drainage System Design - $29,080.00  
   1. Evaluation of existing site drainage conditions and runoff conveyance paths.  
   2. Delineation and determination of offsite basins and contributing drainage areas.  
   3. Design of roadway crossing culverts for conveyance of drainage across proposed roadway facilities in the applicable storm events.  
   4. Design of special ditch profiles necessary to convey onsite and offsite drainage to proposed conveyance facilities.  
   5. Coordination with adjacent project(s) master planning for future drainage conveyance.  
   6. Hydraulic modeling for downstream conveyance to verify no impacts from improved culvert design.  
   7. Design of erosion control facilities necessary to prevent further or future erosion within the project area.  

C. Structures - $6,850.00  
   1. Evaluation of existing structure sufficiency and integrity.  
   2. Design of relocation methodology and structure removal.  
   3. Design and layout of new structure bedding material.  

D. Geotechnical & Environmental - $6,750.00  
   1. Geotechnical testing and site soil survey as necessary.  
   2. Evaluation of seasonal high water table and wetland boundaries.  
   3. Preliminary assessment of soils suitability along roadway alignment.  
   4. Delineation of organic soil areas for excavation and removal.  
   5. Evaluation of soils suitability and erosion control parameters.  

E. Utility Design - $14,600.00  
   1. Coordination of utility requirements with all affected utility owners.  
   2. Coordination with Gulf Power and any other affected utility agency owner for relocated facilities.  

Page 1 of 3
3. Preparation of detailed utility conflict matrix

F. Permit Plans - $10,850.00
   1. Prepare permit plans showing paving, grading, pollution prevention/erosion control, drainage, maintenance of traffic, and erosion control items. Plans shall be submitted to the Owner at 60% with a review period for comments by Owner and 90% permit documents.
   2. Submit plans for approval to the agencies having jurisdiction.
   3. Prepare a cost estimate at the 60% and 100% plan submittals.

G. Meetings - $6,250.00
   Attend meeting with and for Owner as required to efficiently complete the services required under this scope of work. For budgeting purposes, it is assumed that a minimum of six meetings will be required.
   1. Kick-off meeting with Owner.
   2. Preliminary facilities layout meeting at 30% to evaluate options.
   3. 60% review meeting with Owner.
   4. Utility meeting with the Owner and all affected utilities.
   5. FDEP/USACOE pre-application meetings.
   6. 90% construction plan review meeting.

H. Permit Submittals - $1,500.00
   Consultant will prepare permit packages and submittals for each phase which includes submittals to the following agencies/permits:
   1. FDEP/USACE SWERP for Wetland Impacts evaluation.
   2. Potable Water – FDEP, if necessary.
   3. Wastewater – FDEP, if necessary.
   4. Other permits as applicable

EXCLUSIONS

1. All agencies permit application fees.
2. Electrical, cable, telephone, gas, or other communication utility design (coordination only) will be performed by PRI.
3. Dredge and fill plans and permitting beyond project limits.
4. Stormwater design and permitting beyond project limits.
5. Grant Administration

TOTAL $19,600.00

Note:
Permitting fees and advertisement fees are not included and are the responsibility of the City.
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.
877 C.R. 393 North
Santa Rosa Beach, Florida 32459

By: [Signature]
Name: Cliff Knauer, P.E.
Title: Senior Vice President
Witnessed: [Signature]
Date: 1-13-15

CITY OF PANAMA CITY BEACH, FLORIDA
110 S. Arnold Road
Panama City Beach, Florida 32413

By: [Signature]
Name: Mario Gabert
Title: City Manager
Witnessed: [Signature]
Date: [Signature]

Proposal Gulf Highlands Drainage Improvements
### CITY OF PANAMA CITY BEACH
#### BUDGET TRANSFER FORM BF-10

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<tr>
<th>FUND</th>
<th>UTILITY ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
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**Check Adjustment Totals:** 18,861,053.00 0.00 18,861,053.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend budget to reflect the award of FEMA Hazard Mitigation Grant for Gulf Highlands drainage project and the expenditure of such grant funds as well as an additional expenditure from storm water reserves which represents the City's required 25% match. (storm water portion of reserves above = 761,231)

**ROUTING FOR APPROVAL**

DEPARTMENT HEAD _____ DATE ___________ CITY MANAGER _____ DATE ___________

CITY CLERK _____ DATE ___________
REGULAR AGENDA
ITEM #6,

RESOLUTION 15-49
RESOLUTION NO. 15-49

WHEREAS, the City has adopted Resolution 05-56, setting forth a fee schedule for plans review undertaken by the City Engineering Department; and

WHEREAS, that fee schedule is outdated, as the City is incurring increasing costs, particularly for the preparation of infrastructure completion agreements necessary to accompany the approval of certain plats, without collecting the costs of such review; and

WHEREAS, the City desires to revise and update the plat review fee schedule and to provide for the additional costs incurred when an infrastructure completion agreement is necessary, which shall be collected from the applicants upon their submittal of preliminary plat; and

WHEREAS, the City desires to revise the water/sewer capacity analysis fee schedule to provide for the additional costs incurred when a project anticipates the installation of two or more wastewater pump stations.

NOW THEREFORE BE IT RESOLVED THAT the following fee schedule be adopted to defray the costs incurred by the City for these plat reviews and agreement preparation.

PLAN REVIEW-ENGINEERING DEPARTMENT

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<td>100</td>
<td>$1,300 $1,430</td>
<td>$950 $1,045</td>
<td>$1,040 $1,140</td>
<td>$950 $1,045</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plat Size (# of lots)</th>
<th>Plat Review Fee*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than 0</td>
<td>$1,680 $1,750</td>
</tr>
<tr>
<td>Not more than 20</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>$2,160 $2,250</td>
</tr>
<tr>
<td>100</td>
<td>$3,729 $3,750</td>
</tr>
<tr>
<td>200</td>
<td>$5,700</td>
</tr>
</tbody>
</table>

*An additional fee of $2300 shall be incurred when platting occurs prior to completion of Improvements to cover costs for preparation of an Infrastructure Completion Agreement.
WATER/SEWER SYSTEM CAPACITY ANALYSIS

<table>
<thead>
<tr>
<th>Project</th>
<th>Fee*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condominium or Commercial Structure</td>
<td>$720 First Structure Plus</td>
</tr>
<tr>
<td></td>
<td>$180 per Additional Structure</td>
</tr>
<tr>
<td>Subdivision 4 to 25 lots</td>
<td>$720</td>
</tr>
<tr>
<td>Subdivision 26 to 50 lots</td>
<td>$900</td>
</tr>
<tr>
<td>Subdivision 51 to 100 lots</td>
<td>$1170</td>
</tr>
<tr>
<td>Subdivision Over 100 lots</td>
<td>$1440 plus $270 for each 50 lots over 150 lots</td>
</tr>
</tbody>
</table>

Each additional Wastewater Pump Station $350

*Project fee contemplates analysis of one wastewater pump station per project.

This Resolution shall become effective immediately upon passage, provided, however, that preliminary plats submitted to the City within the 60 days preceding the date of the City’s adoption of this Resolution shall not be subject to the updated fee schedules set forth herein.

PASSED, APPROVED, AND ADOPTED in regular session this ___ day of ________, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

By _____________________________

GAYLE F. OBERST, MAYOR

ATTEST:

HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA
ITEM #7,

RESOLUTION 15-50
RESOLUTION 15-50

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #2015-01 to the Master Services Agreement between the City and McNeil Carroll Engineering, Inc., dated December 29, 2013, for general, localized stormwater engineering services, relating to the performance preparation of wetland delineation services in the Glades stormwater basin, in a total amount not to exceed Fifteen Thousand Seventy Five Dollars and No Cents ($15,075.00), in substantially the form attached and presented to the Council today, draft dated January 13, 2015, 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 __________, 2015.

CITY OF PANAMA CITY BEACH

By: _____________________________
   Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk

AGENDA ITEM #
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto, Al Shortt

From: Kelly Jenkins

Date: January 13, 2015

Subject: Professional Stormwater Engineering Services Task Order – Wetland Delineation for ditch widening north of the Glades Subdivision

In August 2013 CDM Smith was tasked to analyze different possible scenarios, for the Glades stormwater basin to see if proposed infrastructure improvements could help alleviate some of this flooding for 100 year rainfall events. The report suggested making a few different improvements that combined would be able to drop flooding levels in the area approximately 0.6’ where the most damage occurred to the residences. One of the recommendations is to widen the channel that the Glades discharges to on the north side of Back Beach Road that then outfalls into West Bay (see attached aerial).

This ditch runs primarily through St. Joe land which lies within their overall planned Breakfast Point Subdivision. Along this ditch are many different land designations including conservation easements, mitigation banks, and wetlands (both high and low quality). Staff has had initial meetings with St. Joe, FDEP and the Corps of Engineers and discovered that permitting the widening of this channel could require a substantial effort.

Staff requested and has received a proposed task order number 2015-01 for work under the Master Services Agreement (MSA) with one of the City’s stormwater consultants, McNeil Carroll Engineering Inc., to determine the extents of this effort. They have also utilized a sub-consultant, ICARUS Ecological Services Inc. The proposal attached will provide services to delineate wetlands (high and low quality), obtain GPS information, and meet with regulatory agencies to be able to determine the steps necessary to complete permitting and obtain approval to widen this existing channel.

Staff recommends approval of this proposal in the not to exceed amount of $15,075 and has sufficient funds in this fiscal year stormwater budget.

AGENDA ITEM #
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2015-01
DATE January 13, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND McNEIL CARROLL ENGINEERING, INC., RELATING TO GENERAL, LOCALIZED PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29, 2013, (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 the preparation of Wetland Delineation Services for the ditch widening north of the Glades Subdivision.

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

X a stipulated sum of $15,075.00;
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 at the rates set forth upon incorporated

Attachment B, Hourly Fee Breakdown (if applicable), with a maximum cost of $;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on , 2015, and shall be completed within calendar days. The date of completion of all work is therefore , 201 . Liquidated delay damages, if any, are set at the rate of $ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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:

McNeil Carroll Engineering, Inc.

By:

Date:

City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By:

Date:

City Manager

AGENDA ITEM #
January 13, 2015

SENT VIA EMAIL

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Re: Task Order No. 2015-01
Proposal for Wetland Delineation Services
North of Hwy 98 Wetland Delineation
Panama City Beach, Florida
MCEI File No. 24525

Dear Ms. Jenkins:

McNeil Carroll Engineering, Inc. is pleased to have the opportunity to provide professional services for the proposed wetland mapping and classification located in Panama City Beach, Florida. Based on information provided to us, we have developed the following scope of services for your review and consideration.

Professional Service Summary

The consultant (Icarus Ecological Services, Inc.) will perform wetland delineation, RGP-SAJ-88 wetland mapping and classification and wetland estimation service for approximately 16.26 acres (~7,000 LF) of a ditch feature located near Phase 2 of Breakfast Point Residential subdivision, originating north of Hwy 98 and extending north towards the Breakfast Point Mitigation Bank. Icarus will GPS wetland flag points, delineate RGP-SAJ86 hi/lo wetland features, prepare a report with maps and data, including jurisdictional data forms, as required to support future dredge and fill permit submittals to the Florida Department of Environmental Protection (FDEP, NW District) and U.S. Army Corps of Engineers (USACOE).

Professional Service Description

Task 1: Wetland Delineation, Classification, JD Forms ($7,436.00)
Icarus will perform a wetland delineation including delineation of RGP-SAJ86 hi/lo wetland features, and produce the requisite jurisdictional evaluation forms. A report detailing the findings will be provided as well as electronic versions and raw data.

Task 2: Sub meter GPS – Wetland Flags ($3,767.00)
Icarus will use sub meter GPS instrumentation to acquire wetland flag points and the RGP-SAJS-86 hi/lo wetland features. GPS data, GIS shapefiles, and dxf files for use in AutoCAD will be provided.
Task 3: Wetland Delineation ($2,915.00)
Icarus will estimate the western area adjacent to the ditch, provided by the client, based on preliminary mapping data acquired during Task 1. Findings will be provided in the wetland mapping report.

Task 4: Meetings with Regulatory Agencies ($957.00)
Icarus will participate in up to two (2) regulatory meetings with agencies as required for preliminary planning efforts.

COMPENSATION

The work described above will be performed on a flat fee basis with progress billing rates. The flat fee to complete the work described herein is as follows:

Task 1-4 Total Not to Exceed: $15,075.00

Once again, we appreciate your consideration of McNeil Carroll Engineering, Inc. and look forward to providing the City of Panama City Beach with quality engineering services. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

McNeil Carroll Engineering, Inc.

Robert Carroll, P.E.
Vice President

ACCEPTANCE

BY: Mario Gisbert, City Manager
City of Panama City Beach

DATE: __________________________