

**PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

BOARD MEETING

DATE: July 22, 2026
TIME: 9:00 a.m.
PLACE: Board Room, Second Floor, Terminal Building

AMENDED AGENDA

1. Board Chair – Call Meeting to Order
 - a. Roll Call
 - b. Invocation
 - c. Pledge of Allegiance
2. Public Comments
3. Acceptance of Agenda
4. District Administrative Items
 - a. Election of Officers
 - b. Review of Board Operating Procedures
5. Airport Reports
 - a. Activity Report
 - b. Financial Report
6. Consent Agenda
 - a. Approve Board Meeting Minutes – June 24, 2026
 - b. Approve Disposal of Surplus Property
 - c. Accept Florida Job Growth Infrastructure Grant - Florida Department of Commerce for IAG Aero Group Infrastructure
 - d. Ratify Emergency Purchase for Replacement of Water Heater for Terminal
7. Business Items
 - a. Approve and Adopt Resolution #2026-04 for Non-Recurring Longevity Incentive
 - b. Approve Contract #MN005 with Menzies - Fuel System, Maintenance, Operations, and Management
 - c. Approve Contract #CN005 with Morgan Contracting, Inc. - Fuel Farm Expansion

8. Project/Construction Updates
 - a. Cardella – Construction Updates
 - b. Ardurra – Project Updates
 - c. AVCON – Project Updates
9. Project/Planning Updates (information only)
 - a. IAG Aero Group
 - b. Premier Aviation
 - c. Florida National Guard – Johnny Reaver Road
 - d. Florida National Guard – Lisenby Avenue
10. Bay EDA Update (information only)
11. Moore Agency Update (information only)
12. Executive Director Report
13. Adjournment

Meeting Schedule: August 26, 2026 – Boardroom 9:00 a.m.

**MANDATORY ANNUAL STATE OF FLORIDA ETHICS TRAINING TO
FOLLOW IMMEDIATELY AFTER THE JULY BOARD MEETING**

NOTES

PANAMA CITY - BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

d.b.a.

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

BOARD OPERATING PROCEDURES

ARTICLE I. GOVERNING BOARD

Section 1. Name

The governing board shall be known as the PANAMA CITY - BAY COUNTY AIRPORT and INDUSTRIAL DISTRICT, dba the NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT Board hereafter referred to as the Board.

Section 2. Membership

The Board shall be composed of seven members, appointed pursuant to the provisions set forth in Chapter 2010-274, Laws of Florida, as amended, herein referred to as the Enabling Act. Members shall be referred to as "Board Members."

Section 3. Powers

The general and specific powers of the Board shall be those powers authorized under the provisions of the Enabling Act. No provisions in these Operating Procedures may be construed as superseding or exceeding such authorized powers as set forth in the Enabling Act.

Section 4. Role and Purpose of the PANAMA CITY - BAY COUNTY AIRPORT and INDUSTRIAL DISTRICT

The Board shall guide the PANAMA CITY - BAY COUNTY AIRPORT and INDUSTRIAL DISTRICT (herein referred to as the "Airport District") in the efficient and effective acquisition, construction, improvement, financing, operation and maintenance of airport facilities in Bay County, Florida, and, in particular, the Northwest Florida Beaches International Airport (herein referred to as the "Airport").

Section 5. Authority and Responsibility of the Board

The Board shall be responsible for the organization and control of Airport facilities and shall be empowered to determine the policies necessary for the effective operation and general improvement of the Airport facilities. The Board shall limit its actions to establishing policy and rules and to meeting the requirements prescribed by the Enabling Act and other applicable laws. The Board shall not be bound in any way by any action on the part of an individual Board Member, a committee member, or an employee except when such action is taken in response to direction from or authorization by the Board.

Section 6. Education of Board Members

All new Board Members shall participate in an orientation program, which shall include instruction in parliamentary procedure. All Board Members may participate in available aviation industry programs of continuing education.

Annually, at the Organizational Meeting Legal Counsel will conduct Ethics and Florida Sunshine Law and Public Records Training to ensure compliance with Florida Laws.

ARTICLE II. MEETINGS

Section 1. Regular Board, Workshops and Committee Meetings¹

- A. Regular Meetings of the Board shall be held in the Boardroom at the Northwest Florida Beaches International Airport a minimum of twelve (12) times per year on dates to be determined by the Board, to include regular Meetings in August and September to discuss and approve the fiscal year budget, and in July to conduct the Annual Organization Meeting and elect officers of the Board.
- B. The Board shall meet in a Budget Workshop as scheduled in late August or early September, commencing at a time to be determined by the Chair. If a second Budget Workshop is required, it shall be scheduled prior to the September Board Meeting, commencing at a time to be determined by the Chair.
- C. Regular Meetings of all committees other than the Board Workshop shall be called and noticed in accordance with the requirements for Special Meetings or Workshops, set forth in Section 2 of this Article II.
- D. Except for a Meeting called by the Chair of the Board, a committee chair, or the Executive Director, Chief Executive Officer, pursuant to Section 2 of this Article II, the precise hour of a Board or Committee Meeting shall be set by standing rule which may be adopted or changed by ordinary motion.
- E. At Regular Meetings, the Board or committees shall consider all such matters as may be properly brought before them.
- F. The administrative staff shall publish notice of meetings according to Florida law and post a schedule of the Regular Meetings of the Board and standing committees, on the Airport Website as well as in the Elevator Lobby at the Entrance to the Administrative Offices.
- G. Nothing herein shall preclude the Board from holding a Regular Board or Committee Meeting on dates or at times or places other than those specified herein, provided however, that such action shall require a majority vote of the quorum, and further provided that a notice of such rescheduled Meeting shall be published in accordance with Section 2 of this Article II.
- H. Any Board Member who shall be unable to attend a Meeting of the Board due to extraordinary circumstances as determined by the Board may nevertheless participate in the meeting through the use of teleconferencing equipment if a quorum is physically present at the meeting location. The teleconferencing equipment must allow members

¹ "Committees", as used herein, refers to standing or ad hoc committees comprised of Board Members, as more specifically described in Section 2 of Article III.

of the public to hear the comments by all participating members, including those who may be absent.

Section 2. Special Meetings or Workshops

- A. Special Meetings or Workshops of the Board or a committee may be called by the Board, the Chair of the Board, the appropriate committee chair, or the Executive Director, Chief Executive Officer. The administrative staff shall post a notice of said Special Meeting or Workshop in accordance with Section 4 of this Article at least seven (7) days prior to such Meeting or Workshop. However, if a bona fide emergency situation exists, a meeting may be held with reasonable notice to deal with the emergency, so long as it is subsequently ratified by the Board. No business other than that stated in the notice or required to deal with the emergency, may be transacted at such Special Meeting. No approval of the Annual Budget shall be granted at an Emergency Meeting.
- B. It shall not be necessary to republish notice of any Special Meeting or Workshop recessed or adjourned to be reconvened at a later time or date.

Section 3. Organizational Meeting

The Annual Organizational Meeting of the Board shall be held at the time of the regular Board Meeting in July. Officers of the Board shall be elected at the organizational meeting.

Section 4. Notice of Meeting

The notice of any Special Meeting or Workshop shall be substantially in the following format:

NOTICE OF PUBLIC MEETING

The PANAMA CITY - BAY COUNTY AIRPORT and INDUSTRIAL DISTRICT (or specific committee of the Airport District) will hold a (Special Meeting or Workshop) on _____, 20__, at ____ a.m. (p.m.) at _____ (location of meeting) _____ at the Northwest Florida Beaches International Airport, Panama City, Florida. (In the case of a Special Meeting or Workshop, the purpose of the Meeting or Workshop shall be stated.)

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE AIRPORT DISTRICT WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Section 5. Procedure for Board Meetings

- A. A majority of the Board shall constitute a quorum, and the affirmative vote of a majority of a quorum of the Board Members shall be necessary for any action taken by the Board. The Chair of the Board, if present at the Meeting, shall participate in all Board votes and may participate in all Board debates. If the Chair elects to make or second a motion, he/she shall first relinquish the chair and not return to it until the pending question has been disposed of.
- B. Robert's Rules of Order will serve as a guide for conducting meetings and the failure to strictly observe such parliamentary rules, shall not operate to invalidate any official action which is otherwise in compliance with these Operating Procedures, the Enabling Act or other

applicable law. Minutes shall be kept of proceedings at all meetings as prescribed by Robert's Rules of Order.

- C. Any action affecting the policy or general operating procedures of the Airport may only be taken at a Regular or Special Meeting of the Board.
- D. Voting shall be by roll call. Each Board Member who is present shall vote either aye or nay on each motion which is considered by the Board unless the member states that he or she is disqualified by conflict of interest.
- E. An agenda shall be prepared for each Meeting and shall in all cases provide a period during which the public, the press, and individual Board Members may be heard. In preparing the agenda, the Executive Director, Chief Executive Officer, or designee, shall first prepare a list of potential agenda items. This list shall include items requested by the Chair, and other Board Members, for inclusion on the agenda. As the Meeting or Workshop approaches, the Executive Director, Chief Executive Officer, or his or her designee, shall present the complete list of proposed items of business, to the Chair for his or her review. The Chair, in conjunction with the Executive Director, Chief Executive Officer, shall then establish the tentative agenda for the upcoming Meeting or Workshop.
- F. When the Board Meeting or Workshop is held, the Board shall approve the agenda and may not thereafter take official action on any item not on the agenda unless the Board, by a majority vote of a quorum, finds a compelling reason to do so.
- G. In conducting debate, each Board Member shall: (1) confine his or her remarks to the merits of the pending question; (2) refrain from attacking other Board Members motives; (3) address all remarks through the chair; and (4) refrain from disturbing the assembly.
- H. Board Members owe a duty to avoid conduct tending to (1) undermine Board decisions or hamper the Board in its work; (2) expose the Airport to liability for damages; (3) injure the good name of the Airport; or (4) disturb the well-being of Airport staff and employees.
- I. **Public comment. Members of the public shall be given a reasonable opportunity to be heard on a proposition that is on the agenda or on any other business before the Board. The opportunity to be heard on all agenda items shall be determined at the discretion of the Chair but need not occur at the same meeting at which official action is taken on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting the official action is taken.**
 - 1. **A person wishing to speak shall approach the podium when the Chair calls for public comment.**
 - 2. **All remarks shall be limited to no more than three minutes unless the Chair grants an extension.**
 - 3. **Public comment shall not be required in any instance where public input is not otherwise required by Chapter 286, Florida Statutes.**

Section 6. Procedure in the Event of Conflict of Interest ²

² Fla. Stat. §112.3143 (attached)

A. No Board Member shall vote in his or her capacity as a Board Member upon any measure which would inure to his or her special private gain; which he/she knows would inure to the special private gain of any principal by whom the Board Member is retained, or to the parent organization or subsidiary of a corporate principal by whom he/she is retained (other than the Airport District or other governmental agency); or which he/she knows would inure to the special private gain of a relative or business associate of the Board Member. Prior to the vote taken by the Board, the Board Member shall publicly state to the assembly the nature of his or her interest in the matter from which he/she is abstaining from voting. Within 15 days after the vote is taken by the Board, the Board Member shall disclose the nature of his or her interest as a public record in a memorandum filed with the secretary to the Board, who shall incorporate the memorandum in the Board minutes.

B. No Board Member shall attempt to influence the decision by oral or written communication, whether made by the Board Member or at the Board Member's direction, in any matter which would inure to the Board Member's special private gain or loss; which the Board Member knows would inure to the special private gain or loss of any principal by whom he/she or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the Board Member, without first disclosing the nature of his or her interest in the matter, by filing a written memorandum in accordance with the procedures set forth in Section 112.3143(4)(a), Florida Statutes, or, if applicable, by making oral disclosure at a Board Meeting, followed by the filing of a written memorandum, in accordance with the procedures set forth in Section 112.3143(4)(a).

C. No Board Member who is present at any Meeting at which any official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling or act; and a vote shall be recorded or counted for each such Board Member present, except when, with respect to any such Board Member, there is, or appears to be, a possible conflict of interest.

ARTICLE III. ORGANIZATION

Section 1. Officers

A. The officers of the Board shall be a Chair and Vice Chair. They shall be elected by the Board for a one-year term at the Annual Organizational Meeting each year; provided, however, such term may extend until the next duly qualified officer shall be elected by the Board. Vacancies may be filled by the Board at any Regular Meeting or Special Meeting called for that purpose.

B. The Chair shall preside at all Meetings of the Board, and shall exercise all the powers and duties imposed on that position by the Enabling Act. The Chair shall serve as primary spokesman for the Board and the Airport District and shall serve as primary interpreter of Board policy, when such policy is not otherwise clear to the Executive Director, Chief Executive Officer. The Chair, Vice Chair, or designee shall countersign all checks paid out by the Airport District.

C. The Vice Chair shall act as Chair in the absence of the Chair and when so acting shall have all the power and authority of the Chair. Additionally, The Vice Chair shall serve on both the EDA and Share the Future Committee.

D. The Executive Director, Chief Executive Officer shall be custodian of official seal, all records and reports of Board proceedings. Members of the administrative staff shall be delegated to assist in such duties. In the absence of the Vice Chair, the Executive Director shall serve on both the EDA and Share the Future Committees.

E. An officer shall be deemed "absent" for purposes of being unable to perform his or her ministerial duties hereunder, during such time as said officer is, for a twenty-four-hour period, either outside of Bay or Walton Counties or is otherwise incapacitated. The ministerial duties of an absent officer shall be performed by the next most senior Board Member (in terms of length of service on the board), who is neither the Chair nor Vice Chair. If two or more Board Members have the same tenure on the Board, then succession shall be determined alphabetically by such Board Members' last names.

Section 2. Committees

A. The Board may create ad hoc committees of the whole, as the need arises, to carry out specified tasks, at the completion of which, each such committee shall automatically cease to exist. The Chair and Vice Chair of the Board shall serve as Chair and Vice Chair, respectively, of any committee unless other Chair and Vice Chair are designated by the Board.

B. Committees may make recommendations to the Board, but may take no official action on behalf of the Airport District. Committee Meetings shall be open to the public and minutes of such meetings shall be maintained; but such meetings shall otherwise be conducted informally.

C. In the event the Executive Director, Chief Executive Officer is notified by the outside auditor of an uncorrected material misstatement of the Airport District's financial statements, the Executive Director, Chief Executive Officer shall immediately notify the Board Chair. The Board Chair shall then appoint an Audit Committee to investigate and recommend resolution of such material misstatement.

ARTICLE IV. BUDGET

The Board shall adopt a budget prior to September 30 of each year for the ensuing fiscal year commencing on October 1. The Budget shall be itemized by income or expenditure category. If the Board fails to adopt a budget prior to September 30, the Board shall continue to operate consistent with the budget adopted for the previous fiscal year until a new budget is adopted. The budget and any amendments thereto shall be adopted only by action of the Board taken at a Regular or Special Meeting, but not at an Emergency Meeting.

ARTICLE V. ADMINISTRATION

Section 1. Executive Director, Chief Executive Officer

The Board shall employ an airport manager with the title of Executive Director, Chief Executive Officer, who shall be its chief executive officer in the management of the Airport facilities. The Executive Director, Chief Executive Officer shall be given the necessary authority and responsibility to operate the Airport in all its activities, subject only to such policies as may be adopted and such orders as may be issued by the Board. The Executive Director, Chief Executive Officer shall act as the authorized representative of the Airport and the Board, in all matters in which the Board has not formally designated some other person to act.

Section 2. Duties of the Executive Director, Chief Executive Officer

The authority and duties of the Executive Director, Chief Executive Officer shall be to exercise that authority and perform those duties specified in the Executive Director, Chief Executive Officer's employment contract.

Section 3. Board - Executive Director, Chief Executive Officer Relationship

A. The activities of the Executive Director, Chief Executive Officer shall be directed only by (1) a majority of a quorum of the Board or, (2) the Chair between Board Meetings. Direction to administrative staff shall be channeled through the Executive Director, Chief Executive Officer. The Executive Director, Chief Executive Officer shall enjoy authority consistent with the duties delegated to him herein.

B. The Executive Director, Chief Executive Officer shall be included in, or made aware of, all substantive discussions or written communications. The Executive Director, Chief Executive Officer shall inform the Board of current activities in either Committee or Board Meetings. In particular, the Executive Director, Chief Executive Officer shall advise the Board in matters which are policy or which border on policy decisions that are reserved to the Board.

C. Because Board decisions may only be made by a majority of a quorum of the Board, individual Board Members shall refrain from directing the Executive Director, Chief Executive Officer or staff in the implementation of Board decisions. Furthermore, in the absence of an emergency, the Chair shall refrain from directing the Executive Director, Chief Executive Officer or staff (1) in a manner contrary to a Board decision, or (2) in matters upon which no Board decision has been made. Additionally, the Executive Director, Chief Executive Officer shall not accede to any request from individual Board Members to (1) take action contrary to a Board decision or (2) withhold taking action mandated by a Board decision. Board Members shall support the Executive Director, Chief Executive Officer and staff so long as the Executive Director, Chief Executive Officer and staff are acting consistently with Board direction. All matters which affect the performance of an employee shall be raised with the Executive Director, Chief Executive Officer.

Section 4. Goals, Objectives and Assessment of Executive Director, Chief Executive Officer

A. In January of each year, the Executive Director, Chief Executive Officer shall present the Board Members with a statement of his or her goals and objectives for the coming year. In February of the same year, each Board Member shall prepare a written evaluation assessing the Executive Director, Chief Executive Officer's performance during the past year and the extent to which he/she has achieved the goals and objectives established for the prior year. The written evaluation of each Board Member shall be presented to the Board Chair, who will then compile the annual evaluation. All comments will be included verbatim; the rating will be an aggregate score.

B. Nothing herein shall preclude the Board from reconsidering the goals and objectives established by the Executive Director, Chief Executive Officer

or from assessing the performance of the Executive Director, Chief Executive Officer, at any time during the course of the year.

C. Any adjustments in the Executive Director, Chief Executive Officer's annual salary shall become effective April 1 of the year of the adjustment, rather than the anniversary date of his or her employment.

Section 5. Relationship to Deputy Executive Director, Chief Operating Officer

The Executive Director, Chief Executive Officer and a Board Member appointed by the Chair shall be involved in the process of selecting a Deputy Executive Director, Chief Operating Officer.

Section 6. Relationship to Director of Finance and Administration, Chief Financial Officer

The Executive Director, Chief Executive Officer and a Board Member appointed by the Chair shall be involved in the process of selecting a Director of Finance and Administration, Chief Financial Officer.

ARTICLE VI. OPEN MEETINGS AND PUBLIC RECORDS

Section 1. All Board Meetings shall be open to the public and the press, except for discussions between the Executive Director, Chief Executive Officer and the Board relative to collective bargaining; and except for Meetings with the Airport District's legal counsel regarding settlement negotiations or strategy sessions related to pending litigation; and except for Meetings relating to the Airport Security Plan or any other exceptions covered by the law. Official actions of the Board and recommendations made by the Board while in Board Workshop shall be set forth in the minutes of Board Meetings and Board Workshops and shall be available for public inspection or distribution. Other public records of the Airport District shall likewise be available to the public, unless they are exempt from disclosure by law, or as advised by legal counsel, provided that persons requesting copies of documents shall pay any copying or labor costs established by the Board pursuant to law.

Section 2. All open meetings other than Board Workshops shall be electronically recorded. By a majority vote at a Board Meeting or Board Workshop, the Board may direct the administrative staff to prepare a verbatim transcript of *all or any portion of* the proceedings that have been electronically recorded. Any Board Member may have access to or obtain a duplicate of any electronic recording of a meeting, and any other person may likewise obtain access to or copies of such recordings providing that such person shall pay any copying or labor charges established by the Airport District pursuant to law.

ARTICLE VII. AMENDMENTS

These Operating Procedures may be amended by a majority vote of a quorum of the Board Members at any regular or Special Meeting, provided that written notice of the proposed amendments is provided to each Board member at the previous regular or Special Meeting.

ARTICLE VIII. ACCEPTANCE OF GRANT OFFERS

The Chair or the Executive Director, Chief Executive Officer are authorized to accept on behalf of the Airport District, without prior formal action by the Board, any federal or state grant offer to pay the allowable costs of any airport improvement project ("Project") under the following conditions:

- (a) The project is listed in the Airport District's current capital projects budget or Joint Automated Capital Improvements Plan (JACIP), or the Project has otherwise been authorized by prior Board action; and
- (b) The form and standard terms and conditions of the grant offer do not differ materially from those previously accepted by the Board.

The Staff shall provide written notice to all Board Members of the acceptance of any grant offer within seven (7) days of its acceptance.

ARTICLE IX. CONTROLLING DOCUMENTS

In the event of a conflict between these Operating Procedures and a Florida or federal law, Florida and federal law will control. If a law that was the basis for a portion of these Operating Procedures is amended to provide greater flexibility or authority to the Board, the Board may follow the amended law until such time these Operating Procedures may be amended.

PANAMA CITY - BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

Date

BY: _____
Chair

Witness

2023 Florida Statutes

[< Back to Statute Search](#)

Title X PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 112 PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS

SECTION 3143 Voting conflicts.

112.3143 Voting conflicts.—

(1) As used in this section:

- (a) “Principal by whom retained” means an individual or entity, other than an agency as defined in s. [112.312](#)(2), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one’s client, employer, or the parent, subsidiary, or sibling organization of one’s client or employer.
- (b) “Public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.
- (c) “Relative” means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- (d) “Special private gain or loss” means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:
 - 1. The size of the class affected by the vote.
 - 2. The nature of the interests involved.
 - 3. The degree to which the interests of all members of the class are affected by the vote.
 - 4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

(2)(a) A state public officer may not vote on any matter that the officer knows would inure to his or her special private gain or loss. Any state public officer who abstains from voting in an official capacity upon any measure that the officer knows would inure to the officer’s special private gain or loss, or who votes in an official capacity on a measure that he or she knows would inure to the special private gain or loss of any principal by whom the officer is retained or to the parent organization or subsidiary of a corporate principal by which the officer is retained other than an agency as defined in s. [112.312](#)(2); or which the officer knows would inure to the special private gain or loss of a relative or business associate of the public officer, shall make every reasonable effort to disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for the state public officer to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

(b) A member of the Legislature may satisfy the disclosure requirements of this section by filing a

to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. [112.312\(2\)](#); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

(b) However, a commissioner of a community redevelopment agency created or designated pursuant to s. [163.356](#) or s. [163.357](#), or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting, when voting in said capacity.

(4) No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.

(a) Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

(b) In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

(c) For purposes of this subsection, the term "participate" means any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer's direction.

(5) If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

(6) Whenever a public officer or former public officer is being considered for appointment or reappointment to public office, the appointing body shall consider the number and nature of the memoranda of conflict previously filed under this section by said officer.

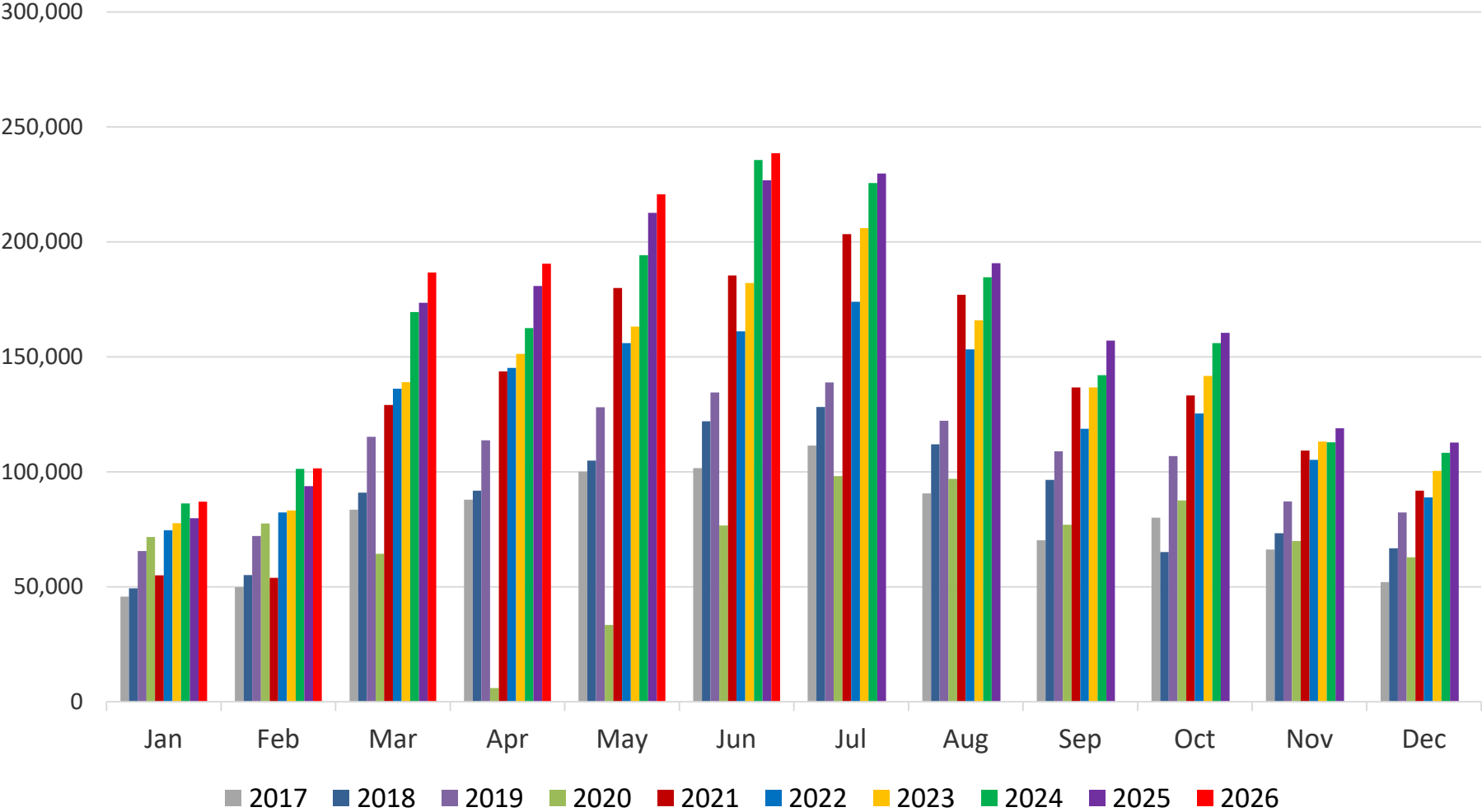
History.—s. 6, ch. 75-208; s. 2, ch. 84-318; s. 1, ch. 84-357; s. 2, ch. 86-148; s. 5, ch. 91-85; s. 3, ch. 94-277; s. 1408, ch. 95-147; s. 43, ch. 99-2; s. 6, ch. 2013-36.

Date Amended	Description	Section
8/22/18	Appointed the ECP Vice Chair as Bay County Economic Development Alliance (EDA) representative, and the ECP Executive Director as Alternate	Article III, Sections 1C and 1D
7/28/2021	Chairman and Vice Chairman titles have been changed to Chair and Vice Chair	Article II, Sections 1B and 1D; Section 2A; Sections 5A and 5E Article III, Sections 1A, 1B, 1C, 1D and 1E Sections 2A and 2C; Article V, Sections 3A and 3C Article V, Section 4A Article V Sections 5 and 6 Article VIII
7/28/2021	Actual Chair's name deleted to only list title	Article IX
7/28/2021	Updated Florida Statute - Title X Public Officers, Employees, and Records; Chapter 112 Public Officers and Employees: General Provisions. There were no text changes.	Replaced 2017 version of 112.3143 (Voting Conflicts) with 2020
8/24/2022	Updated Florida Statute - Title X Public Officers, Employees, and Records; Chapter 112 Public Officers and Employees: General Provisions. There were no text changes.	Replaced 2020 with 2022 Statues
07/24/2024	Updated Florida Statute - Title X Public Officers, Employees, and Records; Chapter 112 Public Officers and Employees: General Provisions. There were no text changes.	Replaced 2022 with 2023 Statues
07/22/2026	Updated Florida Statute - Title X Public Officers, Employees, and Records; Chapter 112 Public Officers and Employees: General Provisions. There were no text changes.	Replaced 2023 with 2025 Statues

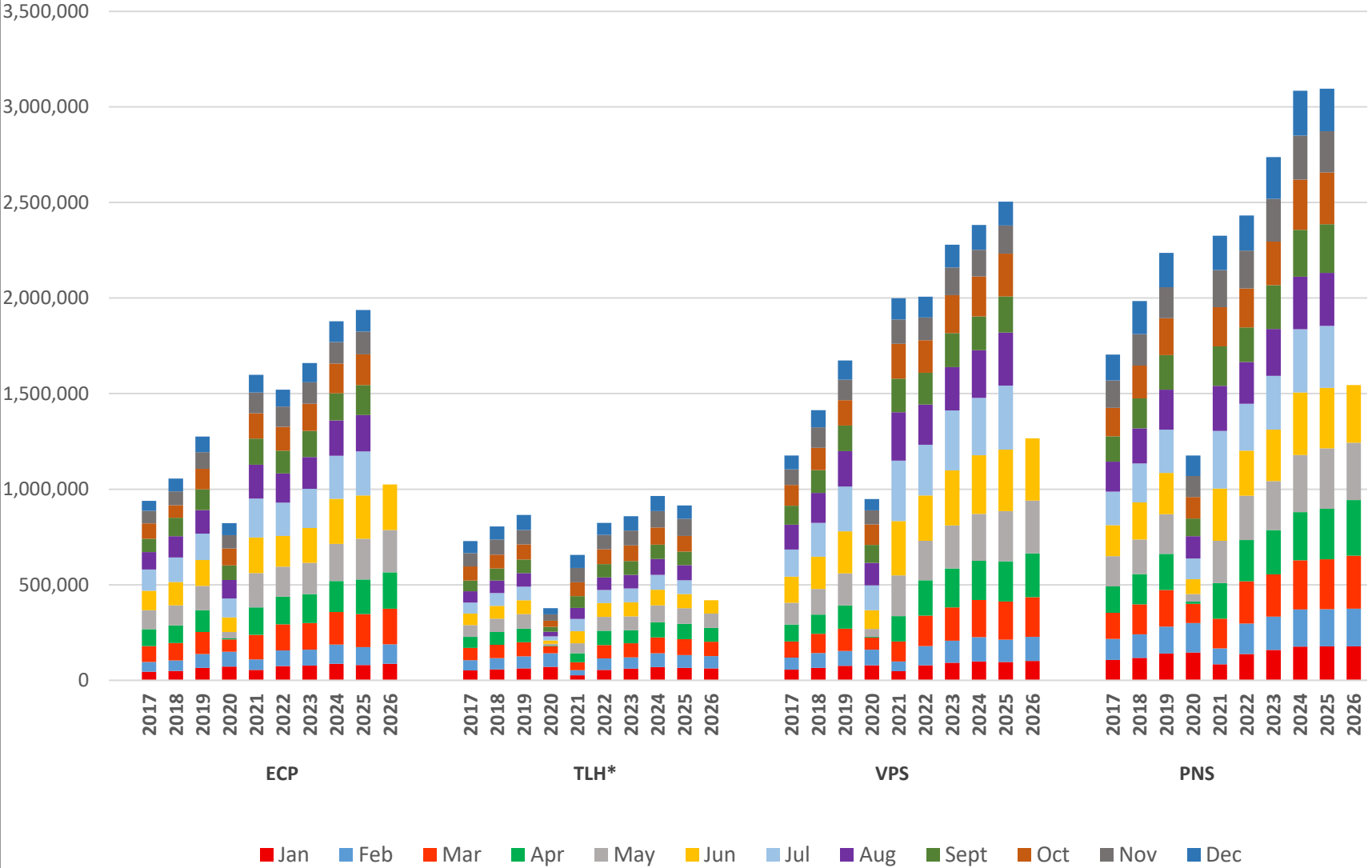
NOTES

Operations		2025	2026	% Change	YTD 2025	YTD 2026	% Change
Air Carrier/Taxi		3,198	3,091	-3.35%	14,341	15,545	8.40%
General Aviation		5,898	5,070	-14.04%	29,490	30,340	2.88%
Military		388	684	76.29%	3,459	3,413	-1.33%
Operations Total		9,484	8,845	-6.74%	47,290	49,298	4.25%
Passengers							
 American Airlines	Enplanements	25,075	24,671	-1.61%	99,716	102,933	3.23%
	Deplanements	25,962	25,848	-0.44%	102,236	104,823	2.53%
	Load Factor	78.51%	80.92%	3.06%	80.65%	81.34%	0.86%
	Total	51,037	50,519	-1.01%	201,952	207,756	2.87%
 DELTA	Enplanements	27,852	30,841	10.73%	141,075	152,986	8.44%
	Deplanements	28,035	30,509	8.82%	142,677	155,037	8.66%
	Load Factor	81.50%	80.74%	-0.93%	83.28%	77.78%	-6.61%
	Total	55,887	61,350	9.78%	283,752	308,023	8.55%
 Southwest	Enplanements	49,128	54,463	10.86%	191,642	205,520	7.24%
	Deplanements	48,737	54,081	10.96%	192,076	205,841	7.17%
	Load Factor	75.35%	79.54%	5.56%	72.88%	74.59%	2.35%
	Total	97,865	108,544	10.91%	383,718	411,361	7.20%
 UNITED	Enplanements	10,868	8,954	-17.61%	48,578	48,891	0.64%
	Deplanements	11,111	9,159	-17.57%	49,460	48,895	-1.14%
	Load Factor	81.02%	86.37%	6.60%	77.64%	80.58%	3.79%
	Total	21,979	18,113	-17.59%	98,038	97,786	-0.26%
Enplanements Total		112,923	118,929	5.32%	481,011	510,330	6.10%
Deplanements Total		113,845	119,597	5.05%	486,449	514,596	5.79%
Passenger Total		226,768	238,526	5.19%	967,460	1,024,926	5.94%

ECP Historical Comparison



Regional Comparison by Year and Month



*Passenger count for May 2026 is an unfinalized estimate

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT
TOTAL PASSENGER COMPARISONS**

AIRPORT	June 2026	MARKET SHARE
Northwest Florida Beaches International Airport	238,526	25%
Destin-Fort Walton Beach Airport	325,937	35%
Pensacola International Airport	301,955	32%
Tallahassee International Airport*	<u>69,357</u>	<u>7%</u>
TOTAL	935,775	100%

* Passenger count for June 2026 is an unfinalized estimate

NOTES

Northwest Florida Beaches International Airport
Statements of Net Position
June 30, 2026

ASSETS

Current Assets

Unrestricted Assets:

Cash	\$ 38,800,694
Accounts Receivable	2,562,370
Accounts Receivable - Grants	6,232,776
Receivable - SIB Loan 3	2,371,170
Prepaid Items	192,494
Total Unrestricted Assets	<u>50,159,504</u>

Restricted Assets:

Law Enforcement Funds	114,917
Funds In Escrow	12,000
PFC Revenue Funds	11,887,930
Accounts Receivable - PFC	341,934
CFC Revenue Funds	12,598,817
Total Restricted Assets	<u>24,955,598</u>

Total Current Assets

\$ 75,115,102

Non-current Assets

Lease Receivable - Non-current 620,576

Capital Assets:

Land	70,669,561
Buildings	200,088,087
Improvements	163,911,806
Furniture, Fixtures and Equipment	12,779,131
Less Accumulated Depreciation	(208,991,563)
Capital Improvement Program	18,889,320
Net Capital Assets	<u>257,346,342</u>

Total Noncurrent Assets

257,966,918

Total Assets

\$ 333,082,020

Northwest Florida Beaches International Airport
Statements of Net Position
June 30, 2026

LIABILITIES

Current Liabilities

Accounts Payable	\$ 2,303,718
Accrued Payroll	787,763
Sales Tax Payable	11,604
Security Deposits	32,129
Prepaid Rents	298,834
Prepaid Concession Fees	118,795
Accrued SIB Loan Interest	435,804
SIB Loan Current Portion	<u>2,033,145</u>

Total Current Liabilities	\$ 6,021,792
----------------------------------	---------------------

Long-Term Liabilities

SIB Loan Long-Term Portion	23,100,859
SIB Loan 3 Interim Payable	<u>6,021,283</u>

Total Long-Term Liabilities	<u>29,122,142</u>
------------------------------------	--------------------------

Total Liabilities	<u>35,143,934</u>
--------------------------	--------------------------

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows of Resources	<u>672,163</u>
-------------------------------	----------------

Total Deferred Inflows of Resources	<u>672,163</u>
--	-----------------------

NET POSITION

Net Investment in Capital Assets	276,652,359
Excess Revenues (Expenses)	<u>20,613,564</u>

Total Net Position	<u><u>\$ 297,265,923</u></u>
---------------------------	-------------------------------------

Northwest Florida Beaches International Airport
Schedules of Budgeted and Actual Receipts and Expenses
For the Nine Months Ending June 30, 2026

	Nine Month Actual	Nine Month Budget	Variance Over(Under)	YTD % of Budget
Operating Revenues				
Airlines				
Airline Landing Fees	\$ 3,997,861	\$ 3,751,095	\$ 246,766	106.58
Cargo Airline Landing Fees	8,684	9,000	(316)	96.49
Terminal Rentals & Common Use	3,489,318	3,472,417	16,901	100.49
Airline Space/Use Rental	27,293	15,929	11,364	171.34
Total Airline Revenue	<u>7,523,156</u>	<u>7,248,441</u>	<u>274,715</u>	<u>103.79</u>
Car Rentals				
Concession Fee	3,793,390	3,512,173	281,217	108.01
Customer Facility Charge	1,232,891	1,232,891	-	100.00
Total Car Rental	<u>5,026,281</u>	<u>4,745,064</u>	<u>281,217</u>	<u>105.93</u>
Terminal Complex				
Parking	4,681,004	4,742,838	(61,834)	98.70
Ground Transportation Fees	543,591	450,161	93,430	120.75
Advertising Concession	79,421	71,300	8,121	111.39
Retail Merchandise Concession	281,587	245,595	35,992	114.66
Food & Beverage Concession	537,469	536,387	1,082	100.20
Terminal Rental Revenue	196,220	190,198	6,022	103.17
Total Terminal Complex Revenues	<u>6,319,292</u>	<u>6,236,479</u>	<u>82,813</u>	<u>101.33</u>
General Aviation				
Fixed Base Operator Rents	544,608	544,315	293	100.05
Fuel Flowage Fees	202,852	221,679	(18,827)	91.51
Hangar Rentals	195,329	192,054	3,275	101.71
G/A Land Rentals	166,691	169,380	(2,689)	98.41
Total General Aviation Revenue	<u>1,109,480</u>	<u>1,127,428</u>	<u>(17,948)</u>	<u>98.41</u>
Other Revenue				
Other Tenants/Miscellaneous	55,255	53,185	2,070	103.89
Fuel Farm	104,786	104,786	-	100.00
Cargo Building	23,527	23,528	(1)	100.00
Total Other Revenue	<u>183,568</u>	<u>181,499</u>	<u>2,069</u>	<u>101.14</u>
Total Operating Revenues	<u>20,161,777</u>	<u>19,538,911</u>	<u>622,866</u>	<u>103.19</u>
Operating Expenses				
Personnel Expense				
Salaries and Wages	4,247,610	4,344,377	(96,767)	97.77
Overtime	95,706	91,849	3,857	104.20
FICA Contributions	313,080	331,637	(18,557)	94.40
Group Insurance	860,137	964,021	(103,884)	89.22
Retirement	419,763	429,433	(9,670)	97.75
Worker's Compensation Insurance	150,334	149,589	745	100.50
Other Personnel Expense	18,440	34,250	(15,810)	53.84
Total Personnel Expense	<u>6,105,070</u>	<u>6,345,156</u>	<u>(240,086)</u>	<u>96.22</u>

Northwest Florida Beaches International Airport
Schedules of Budgeted and Actual Receipts and Expenses
For the Nine Months Ending June 30, 2026

	Nine Month Actual	Nine Month Budget	Variance Over(Under)	YTD % of Budget
General Operating Expenses				
Airfield and Grounds	84,182	149,563	(65,381)	56.29
Bank Charges	68,128	62,250	5,878	109.44
Business Meetings and Events	7,155	8,750	(1,595)	81.77
Computer Services	166,451	213,832	(47,381)	77.84
Computer Supplies and Software	40,015	49,230	(9,215)	81.28
Dues, Licenses, Publications, Training	76,248	81,664	(5,416)	93.37
Elevator and Escalator Services	44,896	45,000	(104)	99.77
Financial Consulting Services	32,111	69,611	(37,500)	46.13
Insurance - Building and Contents	227,079	227,078	1	100.00
Insurance - Liability	130,402	140,180	(9,778)	93.02
Janitorial Service and Supplies	1,122,124	1,123,765	(1,641)	99.85
Legal Services	65,265	75,000	(9,735)	87.02
Loading Bridge Contract and Parts	314,163	300,267	13,896	104.63
Machinery and Equipment	48,840	32,795	16,045	148.93
Capital Items > \$5,000	83,443	93,314	(9,871)	89.42
Marketing and Advertising	202,170	225,000	(22,830)	89.85
Miscellaneous Supplies	6,638	6,919	(281)	95.94
Office Services and Supplies	23,141	23,402	(261)	98.88
Parking Lot Management	581,587	538,987	42,600	107.90
Professional Services	188,020	225,000	(36,980)	83.56
Radio Equipment	28,559	23,564	4,995	121.20
Safety and Security	34,516	33,097	1,419	104.29
Small Tools and Equipment	7,578	11,749	(4,171)	64.50
Terminal / Facility Services and Supplies	196,085	250,338	(54,253)	78.33
Travel	20,748	36,645	(15,897)	56.62
Uniforms	14,980	22,950	(7,970)	65.27
Utilities - Electricity	592,394	658,613	(66,219)	89.95
Utilities - Telephone	31,806	44,494	(12,688)	71.48
Utilities - Water and Sewer	162,311	182,337	(20,026)	89.02
Vehicles, Oil, Tires, Fuel	78,743	75,250	3,493	104.64
Total General Operating Expenses	<u>4,679,778</u>	<u>5,030,644</u>	<u>(350,866)</u>	<u>93.03</u>
Total Operating Expenses	<u>10,784,848</u>	<u>11,375,800</u>	<u>(590,952)</u>	<u>94.81</u>
Excess Operating Revenues (Expenses)	<u>9,376,929</u>	<u>8,163,111</u>	<u>1,213,818</u>	<u>114.87</u>
Nonoperating Revenues (Expenses)				
Interest Income Revenue Accts	533,212	536,250	(3,038)	99.43
CFC Revenue Restricted	1,244,036	1,076,207	167,829	115.59
CFC Interest Income Restricted	166,941	161,250	5,691	103.53
Insurance Proceeds	54,731	-	54,731	-
Insurance Claims	(51,788)	-	(51,788)	-
Gain on Sale of Assets	8,482	-	8,482	-
PFC Revenue Restricted	2,742,153	2,603,896	138,257	105.31
PFC Interest Income Restricted	143,301	112,500	30,801	127.38
Forfeiture Funds Receipts	39,512	-	39,512	-
FAA Grant Funds	6,791,859	20,667,902	(13,876,043)	32.86
Interest Expense SIB Loans	(435,804)	(435,804)	-	100.00
Total Nonoperating Revenues (Expenses)	<u>11,236,635</u>	<u>24,722,201</u>	<u>(13,485,566)</u>	<u>45.45</u>
Excess Revenues (Expenses)	<u>\$ 20,613,564</u>	<u>\$ 32,885,312</u>	<u>\$ (12,271,748)</u>	<u>62.68</u>

NOTES

MEETING MINUTES

PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

Opening:

The Board Meeting of the Panama City-Bay County Airport and Industrial District was called to order at 9:01 a.m., June 24, 2026 by Chair Mark Sheldon.

Roll was called. In attendance were: Ms. Victoria Williams, Mr. Matt Algarin, Mr. Les McFatter, Mr. Glen McDonald, Ms. Holly Melzer, and Chair Mark Sheldon.

Absent: Vice Chair Will Cramer.

The Invocation was given by Mr. Les McFatter.

The Pledge of Allegiance was led by Mr. Glen McDonald.

Chair Sheldon asked if there were any Public Comments, of which there were none.

Chair Sheldon asked if any Board Member would like to move any Business Items for further discussion, and if not, that a Board Member make a motion to accept the Amended Agenda.

Ms. Holly Melzer made a motion to accept the Agenda and Mr. McFatter seconded the motion. The vote was taken and the motion passed unanimously.

Presentation – Out-Going Board Members Glen McDonald and Matt Algarin

Executive Director Mr. Parker McClellan stated the Board is recognizing two out-going Board Members for their service: Mr. Glen McDonald, ten-years and Mr. Matt Algarin, four-years.

Mr. McClellan shared highlights of both Mr. McDonald and Mr. Algarin's accomplishments during their tenure and thanked them for their service. Chair Sheldon joined Mr. McClellan and presented a plaque of recognition to both Mr. McDonald and Mr. Algarin for their service.

Reports:

Airport Activity:

Mr. McClellan updated the Board on the Activity Reports, stating the month of May is up just under 4% or 6% growth for the year. Growth is anticipated to continue in June, the load factors are good, and the Airlines are happy with the performance of the Airport. Southwest continues to turn 28 flights a day on Saturdays during the summer, and regional growth is consistent across the Panhandle.

Financial Report:

Ms. Darlene Gordon presented the Financial Reports for the eight (8) months ending May 31, 2026.

At the end of May, the total cash reflects a decrease of \$2.3 million from April, with a total cash balance of \$58.5 million. Unrestricted cash is \$35 million and restricted cash is \$23.5 million. Compared to May of last year, our unrestricted cash has decreased \$1.2 million and our restricted cash has increased \$4.3 million for a total increase of \$3.1 million over last year.

When looking at May 2026 vs. April 2026, total liabilities have increased \$3.6 million due to project invoices charged against the SIB loan. To date, we've allocated costs to the SIB loan of \$7.5 million, leaving a balance available of \$18.5 million. Year-over-year, total liabilities increased \$5.2 million.

Year-to-date as of May 31, operating revenues are \$17.3 million, exceeding budget by \$608,000, or 103.6% of budget. Operating expenses to date are \$9.6 million and equal 95% of budget.

Excess operating revenues over expenses total \$7.7 million and exceed budget by \$1.1 million.

Consent Agenda:

a. Approve Board Meeting Minutes – May 27, 2026

This item provides for Board approval of the May 27, 2026 Board Meeting Minutes.

b. Approve Participating Addendum to NASPO Value Point Agreement with Carahsoft Technology Corporation for MySmartPlans

This item provides for Board approval of the Participating Addendum to the NASPO Value Point Agreement with Carahsoft Technology Corporation for MySmartPlans.

c. Accept Florida Department of Commerce Grant for IAG Infrastructure

This item was removed from the Amended Agenda.

d. Accept Recommendation for Advertising Concession Review Committee for Ranking and of Airport Advertising Concession

This item provides for Board acceptance of the recommendation from the Airport Review Committee for the Airport Advertising Concession Award.

e. Approval of Elevator and Escalator Maintenance Agreement with Kone

This item provides for Board approval of the Elevator and Escalator Maintenance Agreement with Kone.

Mr. McDonald made a motion to accept the Consent Agenda and Ms. Holly Melzer

seconded the motion. The vote was taken and the motion passed unanimously.

Business Items:

a. Approval to proceed with the Development of a Solicitation Package for a Bank Line of Credit

Ms. Darlene Gordon introduced Mr. Jon Ford of Ford & Associates, financial advisor to the Airport, to discuss a memo he previously sent to the Board describing the pros and cons of a Line of Credit (LOC) versus Commercial Paper (CP) as it relates to Airport's interim financing.

Mr. Ford joined via Zoom stating the LOC was the most appropriate direction for the Airport. He reviewed both LOC and CP. Comparing the Airport to multiple different entities and the perspective rates and terms were going to be better for the Airport's interim funding plan. He stated that the timeline for solicitation is three to four weeks and he would bring his recommendations to the Board at their August meeting.

Discussion ensued.

Ms. Williams made a motion to move ahead with the recommendation to solicit for a LOC, the motion was seconded by Mr. McFatter. The vote was taken and passed unanimously.

b. Approve Task Order #17 with AVCON for Low Voltage, IT and Security Proposal, Terminal Expansion and Existing Terminal

Mr. Richard McConnell stated several Task Orders were not fully defined in the original Terminal Building Expansion design. This Task Order addresses all low voltage items throughout the Terminal Expansion project as well as replacing the existing security system that is no longer compatible with the version to be installed in the Terminal Expansion. It includes the addition of security access control, light display systems for baggage and gate information, a public address system, wi-fi access points, and connectivity throughout the building which is required for a fully functional terminal building moving forward.

Discussion ensued about the \$1-million cost for the project.

Ms. Melzer made a motion to approve the Task Order subject to Legal Counsel review and approval, the motion was seconded by Mr. McFatter. The vote was taken and passed unanimously.

c. Approval to execute Lease and Development Agreement with IAG Aero Group for Engine Overhaul Facility

Mr. McClellan presented that IAG lease for a parcel of land in the infield near Sheltair for a 120,000sf engine and overhaul facility with the option to add two additional parcels; one for an engine test cell(s), and the other for an additional two-bay widebody hangar facility at \$.03 per sf charge to hold the option parcels for five years.

The Development Agreement describes the method of which IAG will reimburse the Airport and the utilization of the Triumph Grant and will help with the reimbursement of development costs and how to move forward with the \$25 million Triumph grant funding and \$5 million from the State Department of Commerce.

Dan King, with IAG addressed the Board thanking the Airport for the future partnership and stated IAG's commitment to the Region.

Mr. McDonald made a motion to Approve the execution of the Lease and Development Agreement with IAG Aero Group for an Engine Overhaul Facility, the motion was seconded by Mr. Matt Algarin. The vote was taken and passed unanimously.

d. Approve Change Order #007 with Cardella Construction Company for Waterline Relocation for Fire Protection System

Mr. Richard McConnell presented the requirement by NFPA to maintain the waterline loop supply service at Gate 2 in its entirety during construction. It was anticipated that the waterline would need to be modified and relocated to accommodate the expansion of the TSA portion of the North Terminal expansion project under cGMP-03. In order to maintain service during construction, the waterline needs to be modified and relocated under cGMP-01. This change in timing of this scope of work necessitates moving the planned construction scope of work from cGMP-03 to cGMP-01.

Ms. Williams made a motion to Approve Change Order #007 with Cardella Construction Company for the Waterline Relocation for Fire Protection System, the motion was seconded by Ms. Melzer. The vote was taken and passed unanimously.

Construction Updates (Information Only)

a. Cardella

Mr. Trip Vaughn represented Cardella with an update on the following items:

Terminal Expansion Project

Ongoing activities:

- Grease trap & sewer line install
- Concrete slab placements
- Foundation concrete placements
- Shallow plumbing & electrical rough-in

Upcoming activities:

- Building water line installation
- Steel erection

b. Ardurra Group

Mr. Kyle Athey represented the Ardurra Group with the following update:

Ongoing Management of Onsite CMAR Activities:

- Quality assurance
- Preinstallation meetings
- Coordination of features of work activities
- Review of submittals/RFI's
- Estimating and review of potential change orders

May 2026 pay application reviewed and forwarded to ECP for approval and payment:
6/19/26

- cGMP-01 payout total of \$38,831,695.00 has \$29,196,342.92 remaining
- Budget Summary Report indicating Owner Contingency and Construction Contingency
- Change Order Log to Date
- Plan of Finance Development Services Update

IAG Update

- Template for the Facilities Requirements Document (FRD) has been developed
- Awaiting update from IAG this week to refine the Design Criteria Package

c. AVCON

Ms. Tonia Nation provided an update on the following projects:

- Stormwater Master Plan - Field work for the ditches has been completed. The report was approved by ERC. Construction drawings are being prepared to be released for bid by August 2026.
- Fuel Farm (Design) – Pre-Bid meeting held on June 11, Bids are due July 2nd at 2:00pm
- QMS Monitoring - Meeting w/ USACE to evaluate a sector to maintenance.
- Maintenance Facility – Received NTP from FDOT this month. Bid documents will be prepared in the Fall.

Other Activities:

- Submittals, RFI's are being processed.
- Construction Admin and inspection provided by the design team as required.
- PBB proposal is being finalized and will be on the July agenda. The proposal is within the amount requested for the grant amount. FAA has issued a verbal that the grant will be funded. (90% FAA/10% Local)

Project/Planning Updates (information only)

Mr. McClellan provided the following project updates:

- a. IAG Aero Group** – This item was discussed earlier
- b. Premiere Aviation** – We have been working with a third-party developer to figured out how to work within the procurement guidelines of the Airport with Triumph Gulf Coast and a meeting is planned for later this week to discuss.

- c. **Florida National Guard – Johnny Reaver Road**
No update

Bay EDA Update (information only)

Mr. Ben Moorman provided the following update:

- Ben reiterated project IAG's importance to the Region, bringing 500 jobs of which 300 will be at the Airport facility
- Ben and Becca went to Canada to meet with Florida Secretary of Commerce and state delegates and participate throughout Montreal and Toronto
- Project Horus, a Canadian company, came for a site visit to Bay County
- EDA will be at the Farnborough Air Show the last week in July

Executive Director Report:

Mr. McClellan provided the following update:

- Introduced the FlyBrary – a partnership with the Northwest Florida Regional Library System; take one-leave one and e-books on the terminal concourse, enhancing the passenger experience
- America 250: Celebrating Florida exhibit being installed June 29th in the Art Escape space – a partnership with Bay Arts Alliance and Walton County Arts Alliance
- Master Concessionaire RFP is on the street
- Strategic Plan – a 19-page document is being produced for our website and a two-page summary for civic and community share
- A Cell Phone lot relocation is being considered due to safety concerns of people walking in traffic to the Terminal, stay tuned

There were no additional public comments.

Chair Sheldon stated that due to recent legislative changes, it would be a good idea for the Board to review the legislation that the Airport Board falls under.

Next meeting scheduled: Board Meeting: July 22, 2026 – 9:00 a.m. and Ethics Training will follow thereafter

The meeting was adjourned at approximately 10:03 a.m.

Parker W. McClellan, Jr., AAE
Executive Director

Mark Sheldon, Chair

NOTES

AGENDA ITEM NO. 6(b)

SUBJECT: Approval to Dispose of Surplus Property

DATE: July 22, 2026

INTRODUCTION: This item provides for the Board's authorization for the sale and/or disposal of surplus inventory items.

DISCUSSION: It has been determined by Staff that the following items are no longer needed to support the operation of the Airport and should be declared surplus:

- 2012 Ford F150 XL/XLT Supercab 4WD. Vehicle replaced in 2026.
- 2012 Ford Expedition. Vehicle Replaced in 2026.
- 2014 Gravely Compact Pro 44 Commercial Zero Turn Mower Model 9910890. Replaced in 2026.

Staff is seeking approval to dispose of the surplus property.

In the past, Staff has utilized GovDeals.com and intends to continue to utilize for these and other items.

BUDGET IMPACT: The FY-26 Operating and Capital Improvement Budget will be positively impacted by proceeds gained from the sale of these items.

RECOMMENDATION: Board authorization to dispose of the listed items as surplus property by electronic auction or dispose of as appropriate.

ACTION REQUIRED: Board approval of Staff's recommendation upon legal review.

NOTES

AGENDA ITEM NO. 6(c)

SUBJECT: Accept Florida Job Growth Infrastructure Grant - Florida Department of Commerce for IAG Aero Group Infrastructure

DATE: July 22, 2026

INTRODUCTION: This item requests approval for the acceptance of a Florida Job Growth Infrastructure Grant - Florida Department of Commerce for IAG Aero Group Infrastructure.

DISCUSSION: This grant is to assist in the development of the IAG Aero Group Project site. The infrastructure includes, access, utilities, parking, ramp and other associated items with the project development. The site for the purpose of this grant is the 120,000sf engine overhaul facility and the 40,000sf engine test cell.

The use of the funds is defined within the Agreement and the IAG Development Agreement ensures compliance. The IAG Development Agreement was approved at the June 2026 regular meeting.

The Grant award amount is \$5,000,000.

BUDGET IMPACT: The IAG Project will be funded by IAG Aero Group with participation from Triumph Gulf Coast and this Florida Commerce grant. All procurement will utilize approved procurement methods.

RECOMMENDATION: Staff requests approval to accept Florida Job Growth Infrastructure Grant - Florida Department of Commerce for IAG Aero Group Infrastructure and authorize the Board Chair or designee to execute required documents.

ACTION REQUIRED: Board approval to accept Florida Job Growth Infrastructure Grant - Florida Department of Commerce for IAG Aero Group Infrastructure and authorize the Board Chair or designee to execute the required documents, following satisfactory legal review.

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and ***Panama City - Bay County Airport and Industrial District*** (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds.

WHEREAS, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to facilitate the economic development and growth of the State.

WHEREAS, Commerce has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to section 288.101, F.S.

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee’s behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
 - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee’s Resolution**
- **Exhibit E: Notice of Completion and Engineer’s Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies**
- **Exhibit G: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, incorporating by reference the foregoing recitals, which are an integral part of this Agreement, and for and in consideration of the agreements, covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

Commerce Agreement No.: G0155

1. TERM. This Agreement is effective as of the date on which Commerce executes this Agreement (“Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2038 (“Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement, and Sections 2(c), 4, 5, 7, 12, and 13 of Exhibit A, to the extent of addressing performance measures, recordkeeping, audit, ROI measurement, repayment/recoupment, and post-closeout reporting, shall also survive as long as necessary to fully administer, audit, and enforce those obligations; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the “Expiration Date” shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a *cost reimbursement* agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to *Five Million Dollars and Zero Cents (\$5,000,000.00)* in consideration for Grantee’s performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an “exclusive benefit of any single company, corporation, or business entity” under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs that exceed the payment amount provided by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce’s Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce’s or the State’s option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system.

Commerce Agreement No.: G0155

Electronic invoices shall be submitted to Commerce's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

Commerce Agreement No.: G0155

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials. Grantee must keep Commerce informed continuously throughout the duration of this Agreement. This duty must be performed promptly.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. If it is later discovered a material misstatement or omission was made, Grantee shall immediately inform Commerce.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE

Commerce Agreement No.: G0155

RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should a transfer of venue be necessary as a result of Grantee's filing in a non-permitted forum in violation of this Agreement, Grantee shall be responsible for reasonable, documented transfer costs assessed by the court. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is following the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. **Public Entity Crime:** Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. **Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents,

Commerce Agreement No.: G0155

representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. **Disclosure of Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. **Mandatory Disclosure Requirements:**

1) **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) **Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce may bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) **Discriminatory Vendors:** Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) **Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) **Information Release:**

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements

Commerce Agreement No.: G0155

for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and specifically identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

Commerce Agreement No.: G0155

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid exceeding the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the highest lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

Commerce Agreement No.: G0155

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

- a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- c. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its

Commerce Agreement No.: G0155

employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will always be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If Commerce approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of Commerce.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

Commerce Agreement No.: G0155

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall always follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement subject, however, to the disposition requirements set forth in Exhibit A, including Commerce's right of first refusal prior to any disposition during the property's depreciable life, and subject to any other restrictions expressly set forth in this Agreement.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law. Notwithstanding the foregoing, with respect to airport property, any such security interest shall be subject to any required Federal Aviation Administration approval and shall be subordinate to applicable federal law, federal grant assurances, and existing lawful airport encumbrances.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides insurance for the other. However, the Grantee will require all of its contractors to provide insurance to Commerce as set forth.) During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage or lawful self-insurance, risk-pool coverage, or other governmental risk-financing coverage where permitted by law, is a material obligation of Grantee, and failure to maintain such coverage required under this section may constitute material breach of this Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, unless Grantee satisfies its obligations through lawful self-insurance, participation in a governmental risk pool, or another legally authorized public-entity risk-financing program.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. The insurance policy must name Commerce as an additional insured and identify Commerce's Agreement Number. If Grantee is a state agency or subdivision as defined in section 768.28(2), F.S., Grantee may satisfy its insurance obligations through lawful

Commerce Agreement No.: G0155

self-insurance, risk pools, or insurance programs maintained in the ordinary course, and Grantee shall provide evidence of such coverage. In such case, "additional insured" requirements shall apply to Grantee's contractors and consultants, not to Grantee. Within 30 calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If any applicable coverage is cancelled for any reason, Grantee shall immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies, except that if Grantee is a state agency or subdivision as defined in section 768.28(2), F.S., Grantee may satisfy applicable insurance obligations through lawful self-insurance, risk-pool coverage, or other legally authorized governmental risk-financing coverage, and the specific commercial insurance requirements set forth below shall apply to Grantee's contractors, subcontractors, consultants, and subconsultants to the extent applicable to their work.

1) Commercial General Liability Insurance: Grantee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Grantee shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. The Grantee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

a) Grantee shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

Commerce Agreement No.: G0155**19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees while performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with State and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

Commerce Agreement No.: G0155

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or because of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is always acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

Commerce Agreement No.: G0155

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any

Commerce Agreement No.: G0155

receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to pay its debts as they become due, admits in writing its inability to pay its debts, fails generally to pay its debts as they become due, or if any writ or warrant of attachment or execution or similar process is issued or levied against all of any significant part of Grantee's property, or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides indemnification or assumes any liability for the other Party for the other Party's negligence. However, the Grantee will require all of its contractors to provide indemnification as set forth.)

a. To the extent permitted by section 768.28, F.S., and other applicable law, each Party shall be responsible for the negligent acts or omissions of its own officers, employees, and agents acting within the scope of employment, and nothing in this Agreement shall be construed as: (i) an obligation by Grantee to indemnify or insure Commerce (or the State) for Commerce's (or the State's) negligence; (ii) an increase in either Party's limits of liability; or (iii) a waiver of sovereign immunity beyond that provided by law. Grantee shall require its contractors, subcontractors, consultants, and subconsultants to indemnify and insure Commerce and the State to the fullest extent permitted by law for claims arising from the contractor's/consultant's negligence or willful misconduct, and such obligations shall be primary as to the contractor/consultant.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably

Commerce Agreement No.: G0155

able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid more than a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$300,000 or two times the total dollar amount of this Agreement; provided, however, that nothing in this Agreement shall be construed to increase Grantee's liability beyond any limits applicable under Florida law, including section 768.28, F.S., where applicable. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State or Commerce may set off any liability or other obligation of Grantee or its affiliates to the State or Commerce against any payments due Grantee under any Agreement with the State or Commerce.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is

Commerce Agreement No.: G0155

neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate the resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing timely notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from

Commerce Agreement No.: G0155

Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

38. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

39. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Exhibit G) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

40. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

Commerce Agreement No.: G0155

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee’s Payee:

Grantee’s Agreement Manager:

Panama City - Bay County Airport and Industrial District	Parker W. McClellan, Jr., AAE
6300 West Bay Parkway	6300 West Bay Parkway, Box A
Panama City, FL 32409	Panama City, FL 32409
850-636-8965	850-636-8965
FEIN: 59-6002804	
	pmcclellan@pcairport.com

Commerce’s Agreement Manager:

Brittany Fitzgerald
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8971
Brittany.Fitzgerald@commerce.fl.gov

[The remainder of this page has been intentionally left blank.]

Commerce Agreement No.: G0155

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties’ duly authorized officials sign this Agreement.

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature

J. Alex Kelly
Title Secretary

Date _____

**PANAMA CITY - BAY COUNTY AIRPORT
AND INDUSTRIAL DISTRICT**

By _____
Signature

Mark Sheldon
Title Chairman

Date _____

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Commerce Agreement No.: G0155**Exhibit A
SCOPE OF WORK**

1. PROJECT DESCRIPTION: Section 288.101, F.S., established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded \$5,000,000 for the construction of an aircraft engine repair station and an engine testing facility at Northwest Florida Beaches International Airport. The new 160,000 square foot facility will include 120,000 square feet for an aircraft engine repair space and the remaining space will house an engine testing facility. The Project is expected to create at least 400 new jobs within Florida’s targeted industries of aviation and aerospace.

2. GRANTEE’S RESPONSIBILITIES:**a. COMMENCEMENT AND TIMELINE.**

1) The Parties’ execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.

Commerce shall not reimburse Grantee for any work performed prior to the Effective Date unless Commerce expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

- Provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce’s Agreement Manager a Notice to Proceed.

Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before October 1, 2026 (the “Commencement Date”) unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to Commerce upon Commerce’s request to Commerce’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2028 (the “Expend by Date”) shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee’s banking institution.

b. DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee’s design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to Commerce its written notification of either its intent to:

- a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable State and federal statutes, rules, and

Commerce Agreement No.: G0155

- regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or
- b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
- 4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
- 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
- 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
- 7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.
- 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 255.05, F.S., to the extent required by applicable law.
- 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee must provide or cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.
- 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.
- 11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, the installation or relocation of utilities, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.
- 12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.
- 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.
- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
- 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least \$107,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").
- 2) Grantee shall certify that at least 400 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December

Commerce Agreement No.: G0155

31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the “Job Creation Date”).

d. **COMPLETION OF CONSTRUCTION:** Grantee shall:

- 1) Construct one (1) building of approximately 120,000 square feet in accordance with plans, designs, and permitting requirements. Any remaining funds from the grant may be used solely for construction costs of an additional building of approximately 40,000 square feet in accordance with plans, designs, and permitted requirements.

3. COMMERCE’S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Construction		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide construction activities as identified in 2.d.1. which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	Grantee may be allowed reimbursement upon submission of Construction tasks listed in section 2.d.1 of this Scope of Work in the following increments: 10% 20% 30% 40% 50% 60% 70% 80% 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, or their substantive equivalents, signed by a licensed professional certifying to the percentage of project completion. 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to meet the minimum level of service by June 30, 2028, shall result in non-payment of this deliverable.
DELIVERABLE NOT TO EXCEED: \$5,000,000		
TOTAL AMOUNT NOT TO EXCEED: \$5,000,000		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **twenty percent (20%)** of each deliverable total funding amount. Changes that exceed **twenty percent (20%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. Financial Consequences: The following financial consequences apply under the following circumstances:

Commerce Agreement No.: G0155

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.
 - b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
 - c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.
- 6. REPORTING:**
- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.
 - b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-

Commerce Agreement No.: G0155

Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

- c. **Close-out Report:** No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- d. **Follow-up Reports:** By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>

- a. Grantee shall provide one (1) invoice per quarter for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;
 - 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
 - 4) Photographs of the project in progress and completed work;
 - 5) A copy of all supporting documentation for vendor payments;
 - 6) A copy of the cancelled check(s) specific to the Project; and
 - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

Commerce Agreement No.: G0155

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are a penalty, excessive, or punitive.** The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide a 90-calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

Commerce Agreement No.: G0155

- 1) Grantee is authorized to retain ownership of the improvements to real property so long as:
 - (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
- 2) If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created because of the Project.
 - 1) **New Job** – means a full-time salaried employee, or a full-time equivalent (an “FTE”) employee who works at least 35 paid hours per week, created because of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment because of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
 - 2) **Retained Jobs** – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
 - 3) **Leased Employees** – Leased employees may be counted toward Grantee’s jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee’s job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with a FEIN) generally do not qualify as New Jobs as they relate to the “fee-for-service” arrangement described below. Employees of a business that has entered a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers’ employees are generally not considered “New Jobs” include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.
- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
 - 1) **Monthly Head count of Salaried Project Jobs:** For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

Commerce Agreement No.: G0155

- 2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
 - 3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

Exhibit B**AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity

Commerce Agreement No.: G0155

for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.N/A

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

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

Commerce Agreement No.: G0155

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

- Remainder of Page Intentionally Left Blank -

EXHIBIT 1 to Exhibit B**FUNDING RESOURCES**

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	N/A
Assistance Listing Title	N/A
Assistance Listing Numbers	N/A
Award Amount	N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce
Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.

Commerce Agreement No.: G0155

Catalog of State Financial Assistance Number	40.043
Award Amount	\$5,000,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: Title 45 CFR 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

- Remainder of Page Intentionally Left Blank -

Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
 FEIN: _____ Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____Yes ____
 No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

 Signature of Authorized Representative

 Date

 Printed Name of Authorized Representative

 Title of Authorized Representative

Commerce Agreement No.: G0155

EXHIBIT D

INTENTIONALLY LEFT BLANK

Commerce Agreement No.: G0155

EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT

Between

THE FLORIDA DEPARTMENT OF COMMERCE

and _____

PROJECT DESCRIPTION:

Commerce Agreement No.

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - b. Universal Identifier and System for Award Management (SAM), 2 CFR 25, pursuant to which the award term set forth in Appendix A to 2 CFR 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 CFR 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR 180, subpart B) that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Requirements for Drug-Free Workplace, 31 CFR 20.
 - g. New Restrictions on Lobbying, 31 CFR 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
 - j. 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as amended, as applicable.
4. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
 - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Commerce Agreement No.: G0155

5. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).
6. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
7. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
8. Disclaimer.
 - a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
9. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

- Remainder of Page Intentionally Left Blank -

Exhibit G

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Panama City - Bay County Airport and Industrial District

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Panama City - Bay County Airport and Industrial District

Senior Management's Printed Name:

Senior Management Member's Title:

Signature:

Date:

NOTES

AGENDA ITEM NO. 6(d)

SUBJECT: Ratification of Terminal Water Heater Replacement - Emergency Purchase.

DATE: July 22, 2026

INTRODUCTION: This item provides for Board ratification for the Emergency Purchase to replace a 300-gallon Electric Water Heater in the Terminal.

DISCUSSION: The hot water system of the Airport Terminal consists of two 300-gallon electric water heaters, one of the two water heaters ruptured and failed. There is hot water available, but only utilizing the one remaining hot water heater. In the event of the failure of the now primary water heater, we would have limited hot water and would have a significant impact on the operation of the concessions and the Airport.

Based on the potential operational impacts, the Executive Director has authorized the immediate repair.

BUDGET IMPACT: The cost of the replacement work is \$62,813.00 and will be funded from Airport's FY2026 Operating Budget.

RECOMMENDATION: Staff recommends the Board ratify the Executive Director's authorization to Whitehead Services for \$62,813.00 to furnish and install a new 300-gallon electric water heater.

ACTION REQUIRED: Board ratification of the Executive Director's authorization.

NOTES

AGENDA ITEM NO. 7(a)

SUBJECT: Resolution #2026-04 for Non-Recurring Longevity Incentive

DATE: July 22, 2026

Information will be provided prior to the meeting.

NOTES

AGENDA ITEM NO. 7(b)

SUBJECT: Approval of Recommendation to award Menzies Aviation the Airport Fuel System Maintenance, Operations, and Management agreement.

DATE: July 22, 2026

INTRODUCTION: This item provides for the Board approval to enter into an Agreement with Aircraft Service International, Inc. d.b.a. Menzies Aviation to provide services for the Airport Fuel Systems Maintenance, Operations, and Management.

DISCUSSION: The District currently contracts with Menzies Aviation to manage the Airport's fuel system operation that includes aircraft fuel, diesel and gasoline. Their responsibility consists of maintaining the fuel system functionality, monitoring the main fuel farm and rental car fueling facility on usage, ordering and delivery of fuel. Ensuring fuel user accounts are properly managed and charged. Hiring and employing qualified staffing for the overall program management and delivery of fuel to the various users.

The District has been operating on a month to month basis since December 2025 with the current fuel management company Menzies Aviation. During this time Airport staff was reviewing the current operational requirements, developing and updating the new scope of work and finally moving forward with the solicitation process.

On June 2, 2026 the District released a Request for Proposals (RFP), RFP-2026-03, for the fuel system maintenance, operations and management. A mandatory Pre-Bid Meeting was held on June 9, 2026. Proposals were due on July 7, 2026 at 2:00 PM, which the District received only one response, Menzies Aviation.

In accordance with the State of Florida, purchasing laws if less than two responses are received, the District can negotiate with vendors. The District reviewed the proposal and Menzies Aviation was responsive to all material request and the financial proposal was aligned with current market rates.

The District decided Menzies Aviation has provided satisfactory services during the term of the previous agreement therefore would like to move forward with a new agreement.

BUDGET IMPACT: The contract is a three (3) years with two (2) one-year options for a total contract value of \$5,602,561, annual cost are detailed below. This purchase is provided for in the Airport's FY-26 Airport Operating and Capital Improvement Budget and will be included in subsequent budgets.

Year 1 - \$1,068,013.00
Year 2 - \$1,091,826.00
Year 3 - \$1,121,431.00
Renewal Year 1: \$1,146,957
Renewal Year 2: \$1,174,334

RECOMMENDATION: Staff recommends Board approval to enter into an agreement with Menzies Aviation for the continued management of the Airport Fuel Systems.

ACTION REQUIRED: Board approval as recommended, and authorization for the Executive Director or designee to execute the necessary documents following satisfactory legal review.

NOTES

AGENDA ITEM NO. 7(c)

SUBJECT: Approval of Recommendation to award Morgan Contracting, Inc. the Fuel Farm Expansion agreement.

DATE: July 22, 2026

INTRODUCTION: This item requests Board approval to enter into an Agreement with Morgan Contracting, Inc. for the design-build Fuel Farm Expansion project.

DISCUSSION: To continue to manage the growth at Northwest Florida Beaches International Airport, the Airport needs to expand the Fuel Farm to ensure adequate fuel supplies and delivery for the airlines, and fixed based operators (FBO). Today, we average a 5-day reserve of fuel, but during peak seasons, the average is 3 days.

The Fuel Farm Expansion will include two (2) 50,000 gallon double walled jet fuel tanks with the connection to the existing piping system. The addition of the tanks has been coordinated with the airlines and the FBOs to ensure the Airport continues to meet the needs of its users.

Working with the Airport's consultant, AVCON the District released an Invitation to Bid (ITB), ITB-2026-14 on June 4, 2026, for the fuel farm expansion. A mandatory Pre-Bid Meeting was held on June 11, 2026. Bids were due on July 2, 2026 at 2:00 PM, which the District received only one response, Morgan Contracting, Inc.

Both AVCON and the District reviewed the bid information submitted by Morgan Contracting, Inc. and decided the bid was in conformance of the specifications and required documentation and would like to move forward with the agreement.

BUDGET IMPACT: The bid from Morgan Contracting, Inc. for the Fuel Farm design-build is \$2,789,475.00. The design portion is provided for in the Airport's FY26 Airport Operating and Capital Improvement Budget utilizing an FAA Grant. The construction portion of the project will be included in the FY27 Airport Operating and Capital Improvement Budget.

RECOMMENDATION: Staff recommends Board approval to enter into a design build agreement with Morgan Contracting, Inc. for the Fuel Farm Expansion.

ACTION REQUIRED: Board approval as recommended, and authorization for the Executive Director or designee to execute the necessary documents following satisfactory approval from FAA and legal review.

NOTES

AGENDA ITEM NO. 7(d)

SUBJECT: Reconsideration to approve the balance of Change #1 to Task Order 23A-11 – Ardurra - Owners Authorized Representative (OAR) Services – North Terminal Expansion Program

DATE: July 22, 2026

INTRODUCTION: This item provides for Board reconsideration of the approval the balance of Change #1 to Task Order 23A-11 with Ardurra, the Airport's General Consultant, for Owner's Authorized Representative (OAR) services associated with the North Terminal Expansion Program.

DISCUSSION: At the November, 2024, regularly scheduled meeting the Board approved award of Construction Manager at Risk (CMAR) services for development and construction of the North Terminal Expansion program. In moving forward with construction related activities on the North Terminal Expansion program, the Board approved Task Order 23A-11 with Ardurra for Owner's Authorized Representative (OAR) services for the anticipated duration of the construction and closeout phase of the project anticipated for third quarter of 2028. The Original Task Order was based on information, assumptions, and project conditions available at the time of execution. Since that time significant changes to the North Terminal Expansion program have altered both the complexity and duration of the project thus requiring additional AOR scope of services. This Change #1 to Task Order 23A-11, provides for a "catch up" in professional services in an amount of \$554,448 and will bring AOR services back in line with updated project scope and timeline.

Following the April Meeting, there were several meetings with Ms. Victoria Williams to discuss the Ardurra Task Order, Avcon Task Order and with Cardella.

BUDGET IMPACT: **BUDGET IMPACT:** The total cost of services associated with Change #1 to Task Order 23A-11 is \$554,448. The cost for OAR services is included in the North Terminal Expansion Program Budget, and will be funded through various sources including but not limited to; State Infrastructure Bank (SIB) Loan, other Federal and State of Florida funds and Airport Funds./*

RECOMMENDATION: Staff recommends the Board Approval of Change #1 to Task Order 23A-11 with Ardurra for AOR services associated with the North Terminal Expansion Program as outlined above in an amount of \$554,448.

ACTION REQUIRED: Board Authorization for the Board Chair or designee to execute the necessary documentation, following satisfactory legal review.