

RESOLUTION NO. 22-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE GRAND LAGOON SEWER EXTENSION PROJECT IN THE NOT TO EXCEED AMOUNT OF \$71,975.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Grant Agreement between the City and the Northwest Florida Water Management District, for the Grand Lagoon Sewer Extension Project, in the not to exceed amount of Seventy One Thousand, Nine Hundred Seventy Five Dollars (\$71,975.00), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 9th day of December, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

AMENDMENT NO. 1 to
GRANT AGREEMENT

Between
The Northwest Florida Water Management District and
The City of Panama City Beach
for
Grand Lagoon Sewer System Extension Project
Grant Agreement No. 21-030

This Amendment No. 1 (“Amendment No. 1”) is made to Grant Agreement No. 21-030 (“Agreement”) by and between the Northwest Florida Water Management District (“District”), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333 and the City of Panama City Beach (“Grantee”) a Florida municipality with an address of 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, to provide financial assistance for the Beach Drive Utilities Grand Lagoon Sewer System Extension Project.

WHEREAS, THE Governing Board approved funding in support of the Grand Lagoon Sewer System Extension Project on January 14, 2021; and,

WHEREAS, the Grantee has proposed revisions to the invoicing procedures within the Agreement;

NOW, THEREFORE, to ensure efficient and timely implementation, the parties hereto agree as follows:

1. **Section 3.A.** of the Agreement is revised to read as follows.
 - A. The District agrees to provide funding not to exceed seventy-one thousand nine hundred seventy-five dollars and 00/100 (\$71,975) or fifty percent of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. All grant funding will be on a reimbursement basis. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

2. **Section 3.D.** of the Agreement is revised to read as follows.
 - D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
 - i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;

- ii. A description and total dollar amount of funds being requested, organized by task;
- iii. A description and total dollar amount of Grantee expenditures reflecting the required 50 percent match;
- iv. A narrative description of the work completed for which the funds are being requested, photographic documentation, including progress (percent) toward completion of specified tasks;
- v. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
- vi. Supporting documentation of actual expenses and proof of payment for matching funds.
- vii. Additional required documentation identified in **Attachments A and B**.

3. **Section 18, Insurance**, is hereby amended and restated in its entirety to read as follows.

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall be maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Project Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Project Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Project Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subcontract issued for the performance of the work specified under this Agreement, unless such subcontractor's employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall

provide proof of adequate insurance satisfactory to the District, for the protection of its employees not otherwise protected. The minimum limits of liability shall be as follows:

Bodily injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

- ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$1,000,000 each occurrence and \$1,000,000 policy aggregate.
- iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable \$1,000,000

Hired and Non-owned Automobile Liability Coverage \$1,000,000

4. **Attachment A, Scope of Work, Payment Requests** is revised to read as follows:

PAYMENT REQUESTS: District grant funding is available under this agreement to offset costs for sewer impact fees (Task 2) up to \$3,125 per connection. Residents in the project area must be eligible to receive this assistance for a minimum of 12 months from the date sewer service is available and they are so notified. Following conclusion of this period of availability, any remaining District grant funds may reimburse eligible construction costs (completed pursuant to Task 1) on the part of the Grantee.

Grantee may submit a payment request no more frequently than once per month. Interim deliverables and/or final deliverables must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, an interim deliverable must be included with a narrative summary of task progress and indication of percent complete.

Invoice documentation must include the following:

1. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
2. A description and total dollar amount of funds being requested, organized by task;
3. A description and total dollar amount of Grantee expenditures reflecting the required match;
4. A narrative description of the work completed for which the funds are being requested, photographic documentation, including progress (percent) toward completion of specified tasks;

5. Supporting documentation of actual expenses and proof of payment for all expenses designated as match;
6. For invoices submitted to offset sewer impact fees, include documentation of:
 - a) Sewer service connection
 - b) Completed septic tank abandonment
 - c) Proof of reimbursement by the City to the resident of impact fee in an amount meeting or exceeding the amount invoiced to the District
7. For invoices submitted for reimbursement of construction costs following the 12-month eligibility for impact fee support, include documentation of actual expenses and proof of payment, a signed acceptance of the completed work to date and the Engineer's Certification of Payment Request; and
8. A certification that all work completed and payment requested is for project activities as outlined in this Agreement.

5. The **Invoice Submittal Checklist**, within **Attachment B**, is revised to read as follows:

Invoice Submittal Checklist¹	
Invoice containing:	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Photographs, if appropriate
	Summary of match expenditures
	Signature of Project Manager or Administrator/Clerk ²
Additional required items:	
	Detailed description of activities
	Detailed cost backup documentation ³
	Documentation of sewer service connection, septic system abandonment, and/or construction, as applicable
	Deliverable details as specified in the Scope of Work
	Any other items required in agreement
	Project manager/engineer certification if invoice submitted for construction costs

¹ This invoice checklist is provided to assist the grantee; specific invoice requirements are provided in the Agreement and Attachment A.

² Only one signature needed, on invoice or cover letter.

³ Examples of cost backup documentation include copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

6. In all other respects, the Agreement and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PANAMA CITY BEACH

By: _____
Brett J. Cyphers, Executive Director

By:  _____
Drew Whitman, City Manager

Date: _____

Date: 12/10/2021

ATTEST:

 _____
Lynn Fasone, City Clerk