

RESOLUTION 20-177

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND CONFIRMING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT REGARDING PLANNING COSTS FOR THE PANAMA CITY BEACH PARKWAY REUSE EXTENSION PROJECT; AND AUTHORIZING AN EXTENSION OF THAT AGREEMENT.

BE IT RESOLVED that:

1. The appropriate officers of the City hereby ratify and confirm that certain Grant Agreement No. 19-027 between the City and the Northwest Florida Water Management District, relating to the planning and design of the Panama City Beach Parkway Reuse Extension Project, in an amount not to exceed Fifty Thousand Dollars (\$50,000), in the form attached and presented to the Council as Exhibit A, dated March 11, 2019.
2. The appropriate officers of the City are authorized to execute and deliver, and to the extent necessary to ratify, on behalf of the City Amendment No. 1 to Grant Agreement No. 19-027, in substantially the form attached and presented as Exhibit B to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of September, 2020.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE
CITY OF PANAMA CITY BEACH
GRANT AGREEMENT**

**PCB PARKWAY REUSE SYSTEM EXTENSION
GRANT AGREEMENT NO.19-027**

This Agreement ("Agreement") is made 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 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the Sports Complex at Breakfast Point Reuse Project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

1. Terms of Agreement

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

2. Period of Agreement

This Agreement shall begin October 1, 2017 and shall remain in effect ending on September 30, 2020. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. Funding/Invoicing

- A. The District agrees to provide funding not to exceed fifty thousand dollars and NO/100 (\$50,000.00) or fifty percent (50%) of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**.
- B. The Grantee agrees to contribute match funding meeting or exceeding 50 percent of the total project cost. Grantee expenditures made during the Period of Agreement may be considered eligible match. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- C. The Grantee shall be paid on a cost reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more

frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- 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, as 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, including progress (percent) toward completion of the task;
 - 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 requested grant funds and matching funds, where applicable.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses through the District fiscal year (October 1 - September 30) no later than twenty-one (21) days following the end of the District fiscal year.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

4. **Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. **Progress Reports**

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project activities planned for the next 30 days, and other relevant project progress information, as applicable.

- B. The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Progress Reports shall cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (30) days from the date submitted.

6. **Final Report**

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

7. **Indemnification**

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to

terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.

- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

9. **Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. Recordkeeping; Audit

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

11. Subcontracts

The Grantee may subcontract work under this Agreement without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

12. Prohibited Local Government Construction Preferences

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

13. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

14. Compliance with Law

- C. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

- D. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

15. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

16. Contacts

The District's Project Manager for this Agreement is identified below:

Christina Coger, Resource Planning Program Manager	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 x.213
Fax No.:	(850) 539-2777
E-mail Address:	Christina.Coger@nwfwater.com

The Grantee's Project Manager for this Agreement is identified below:

Albert Shortt, P.E., Utilities Director	
City of Panama City Beach	
116 South Arnold Road	
Panama City Beach, FL 32413	
Telephone No.:	(850) 233-5054, x. 2404
Fax No.:	(850) 233-5116
E-mail Address:	ashortt@pcb.gov.com

17. Insurance

To the extent required by law, the Grantee, and its contractors, where applicable, shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement.

18. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. Ownership of Property

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

20. Amendments

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

21. Discrimination

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

- B. 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 on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not

submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

22. Scrutinized Companies

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the District may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

23. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

24. Public Records Access

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received by Grantee in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S., and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. In the event a request to inspect or copy public records relating to this Agreement for services is made to the District and the District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. Grantee shall identify and ensure that all 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 the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon

completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

25. Publicity

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

26. Execution of Counterparts

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

28. Entire Agreement

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PANAMA CITY BEACH

By: 
Brett J. Cyphers, Executive Director

By: 
Mario Gisbert, City Manager

Date: 2/26/19

Date: 3.11.19

List of attachments/exhibits included as part of this Agreement:

<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (6 Pages)</u>

ATTACHMENT A GRANT SCOPE OF WORK

PROJECT TITLE: PCB Parkway Reuse System Extension

PROJECT LOCATION: The project will be located along US 98 between the intersections of North Glades Trail and Cauley Avenue, Panama City Beach, Florida.

PROJECT BACKGROUND: The Grantee has a 14.0 mgd capacity wastewater treatment plant (WWTP) that discharged 3.9 mgd of wastewater to surface water (wetlands) in 2015. That same year, the city utilized 2.1 mgd in reclaimed water, offsetting water demands at three parks, two schools and 883 residences. The Grantee has also constructed 10 million gallons of reclaimed water storage to meet both peak demands and provide future capacity.

PROJECT DESCRIPTION: The Grantee will survey, design and construct approximately 7,350 linear feet of 20" PVC reclaimed water pipeline and appurtenant structures along US 98 from North Glades Trail to Cauley Avenue. The project will expand reclaimed water availability to the potential new sports complex, existing residences, and future residential and commercial development planned for the Breakfast Point area. District grant funding for this project will contribute to the survey, design, permitting and construction management portions of the project only, with construction funding to be secured from other sources. Construction activities may extend beyond the timeframe of this agreement and are not required to be completed under this scope of work. Construction management activities shall only be allowed for construction activities that begin and are partially or fully completed within the Period of Agreement.

TASKS and DELIVERABLES:

Payment Request Schedule for All Tasks: Grantee may submit a payment request for cost reimbursement of expended costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) 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, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

Task 1: Design and Permitting

Task Description: The Grantee will procure professional surveying and engineering services in accordance with state law. The Grantee will complete the survey and design of approximately 7,350 linear feet of reclaimed water pipeline and appurtenant structures along US 98 from North Glades Trail to Cauley Avenue and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 60% completion submitted to the District's Project Manager for review prior to submittal of the final design.

Performance Standard: The District's Project Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation.

Deliverable 1b: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The District's Project Manager will review the final design to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation.

Deliverable 1c: A list of all required permits identifying issue dates and issuing authorities submitted to the District's Project Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The District's Project Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Scope of Work and this task description.

Task 2: Project Management and Construction Administration

Task Description: The Grantee will perform project management and construction administration to include: bid preparation and solicitation, field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the District's Project Manager provided prior to submitting any invoices for the subcontracted work. 2) Electronic copy of bid package including advertisement, response to questions, bid tabulation, written notice of selected contractor and copy of executed subcontract(s); 3) Field notes, photo documentation, meeting agendas, and any reports associated with the management of the project. 4) Signed statement from a Florida Licensed Professional Engineer indicating construction progress to date has been completed in accordance with the design.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Task 3: Progress and Final Reports

Task Description: Per Sections 5 and 6 of this Agreement, the Grantee will complete Progress Reports throughout the Agreement period and a Final Report no later than the end of the Agreement. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period. The final report shall also include a summary of the entire project; a financial summary of total project costs; project results; project successes; and lessons learned.

Deliverable 3a: An electronic copy of the Progress Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Progress Report.

Performance Standard: The District's Project Manager will review the submitted Progress Report to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

Deliverable 3b: An electronic copy of the Final Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Final Report.

Performance Standard: The District's Project Manager will review the submitted Final Report to verify that it meets the specifications in the Grant Scope of Work and this task description. The Grantee shall provide any additional information or response to comments on the Final Report.

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	60% Design	10/1/2017	9/30/2018	
1b-c	Final Design and List of Permits	10/1/2017	9/30/2019	
2	Project Management	10/1/2017	9/30/2020	
3a	Progress Report	10/1/2017	9/30/2020	Monthly, Semi-Annual
3b	Final Report	10/1/2017	9/30/2020	By 10/21/2020

PROJECT BUDGET SUMMARY: The total cost of the project is estimated at \$110,620. Grant funding through this Agreement will not exceed \$50,000, as indicated below, and is available for costs to complete the project including design, surveying, permitting, construction management, project management, travel to sites, and administrative fees. Reimbursable expenses for mileage to complete Task 2 in accordance with section 112.061, F.S., to include submission of the claim on the approved District or state travel voucher or electronic means, are allowable." Costs per category are estimates and may vary, with District Project Manager approval, so long as the total grant funds expended are not exceeded.

Task No.	Task Description	Budget Category	Grant Funding	Match Funding
1a-b	Survey and Design	Contractual Services	\$36,000	\$34,370
1c	Permitting		\$2,500	\$7,000
2	Project Management and Construction Administration		\$11,500	\$19,250
Total			\$50,000	\$60,620
Grand Total			\$110,620	

**ATTACHMENT B
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

Bill To: Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333 Attn: Accounts Payable (AccountsPayable@nfwwater.com)
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**Project: NFWWMD Contract Number 19-027
PCB Parkway Reuse System Extension**

Date	Item/Activity	Description	Total Expended

Total Invoice Request \$0.00

Limit of grant agreement		\$000,000.00
Amount previously paid		\$000,000.00
Amount due this invoice		\$000,000.00
<hr/>		
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3))		\$000,000.00
Total Match required	\$00,000,000.00	
Match amount for this invoice	\$00,000,000.00	XX%
Total Match to date	\$00,000,000.00	XX%

Signature of Administrator/Clerk

Date.

Summary of Activities Completed for Project #: _____; Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If partial completion, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number __-__].

Signature

Date

Name (print)

Invoice Submittal Checklist	
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)
	Summary of match (if applicable)
	Signature of Administrator/Clerk ¹
Additional required items:	
	Cover letter with signature of Administrator/Clerk ¹
	Detailed description of activities
	Detailed cost backup documentation ² - grant
	Detailed cost backup documentation ² - match
	Any other items required in agreement
	Project manager/engineer certification

¹Only one signature needed, either on invoice or cover letter.

²Examples 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.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

[Project name & contract #]
Progress Report [or Final Report]
[Report start date] through [report end date]

[Summary of Requirements below – delete before submitting]

Progress Reports: The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Progress reports should cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

Final Report: The Grantee will complete a Final report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager with the final invoice, no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
 - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions;
3. Work plan and schedule for next phase of project up to the next Progress Report or Final Report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.
 - May be text and/or table

ATTACHMENT D SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District 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 or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District 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 the Department of Environmental Protection, 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 for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at

<https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(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 OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's

Internet Data Entry System which can be found at:
<https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

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

By Mail:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General

Northwest Florida Water Management District

Office of the Inspector General

81 Water Management Drive

Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 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** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1566	2018-2019	37.037	Water Management District Operations	\$50,000	N/A
Total Award					\$50,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fdfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

AMENDMENT NO. 1 TO

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND

THE CITY OF PANAMA CITY BEACH

GRANT AGREEMENT

PCB PARKWAY REUSE SYSTEM EXTENSION

GRANT AGREEMENT NO. 19-027

This Agreement Amendment No. 1 (“Amendment No. 1”) is made to that certain Grant Agreement No. 19-027 (“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 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the PCB Parkway Reuse System Extension Project.

WHEREAS, the Grantee has identified a need for additional time and provided an updated project schedule; and

WHEREAS, the District has identified a need to revise the contract expiration date to allow for the additional time requested by the Grantee; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby revised to read as follows:
 “This Agreement shall begin October 1, 2017 and shall remain in effect until September 30, 2021, unless extended by mutual written consent. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement. Implementation of the project and all deliverables described in Attachment A must be completed on or before the end of the contract period indicated herein.”
2. Paragraph 5A is hereby deleted, discontinuing the requirement for monthly reporting. Semi-annual reports, as described in paragraph 5(B), are still required. The Grantee shall provide interim reports of progress as requested.
3. The District’s Project Manager in Paragraph 16 is revised as follows:

Jesse Gray, Water Resource Planner	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Jesse.Gray@nwfwater.com

4. The Project Timeline paragraph and table on page 3 of Attachment A (Grant Scope of Work) are replaced and revised to read as follows:

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	60% Design	10/1/2017	9/30/2020	
1b-c	Final Design and List of Permits	10/1/2017	9/30/2020	
2	Project Management	10/1/2017	9/30/2021	
3a	Progress Report	10/1/2017	9/30/2021	Semi-Annual
3b	Final Report	10/1/2017	9/30/2021	By 10/21/2021

5. 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, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PANAMA CITY BEACH

By: _____
Brett J. Cyphers, Executive Director

By: _____
Tony O'Rourke, City Manager

Date: _____

Date: _____