

RESOLUTION 16-30

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH BAY COUNTY RELATED TO THE COUNTY'S \$500,000 CONTRIBUTION FOR ROAD RESTORATION ASSOCIATED WITH THE CITY'S UPGRADE OF THE BAYSIDE UTILITY SYSTEM.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and the Board of County Commissioners for Bay County, relating to **the County's contribution for road restoration associated with the City's upgrade of Bayside water and sewer utilities**, in the basic amount of Five Hundred Thousand Dollars (\$500,000), 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, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of December, 2015.

CITY OF PANAMA CITY BEACH

By: 
Gayle F. Oberst, Mayor

ATTEST:


Diane Fowler, City Clerk

PROJECT COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into on the day the last party to signs it, by and between the City of Panama City Beach, Florida, a municipal corporation of the State of Florida, referred to as the City, and the Board of County Commissioners for Bay County, Florida, referred to as the County.

WITNESSETH:

WHEREAS, the City provides potable water and sanitary sewer service within its boundaries and in the unincorporated area between the bridges on the greater Panama City Beaches which area is known generally of the "Island;" and

WHEREAS there is a community located in the unincorporated area of the Island known generally as "Bayside;" and

WHEREAS, until 2012 potable water and sanitary sewer service in Bayside was provided by a private utility which was seeking a rate increase from the Bay County Utilities Regulatory Commission, which Commission is comprised of the County Commissioners of Bay County; and

WHEREAS, in 2012 the City, with the assistance of the County, agreed with the private utility to purchase the utility's assets serving Bayside (the "Bayside System") and to thereafter provide potable water and sanitary sewer service within Bayside; and

WHEREAS, at the time the City acquired the Bayside System the City and the County knew that the Bayside water distribution and sewer collection systems would have to be replaced in the near future and relocated within public streets and rights of way which would require that the City disturb the County roads within Bayside; and

WHEREAS, the City is obligated to restore to pre-existing conditions a County road in an unincorporated area of the Island when it must disturb that road to repair or improve its potable water or sanitary sewer utility system; and

WHEREAS, as part of the County's contribution to the City's purchase of the Bayside System, the County committed to contribute \$500,000 to the City's overall cost to restore the disturbed portion of Bayside county roads, and entirely resurface all roads disturbed, when the City replaces and relocates the Bayside distribution and collection system; and

WHEREAS, restoration and resurfacing work will significantly improve the roadways and benefit the public; and

WHEREAS, the City is preparing to now replace and relocate the Bayside distribution and collection systems.

NOW THEREFORE, in consideration of the mutual benefits contained herein and reliance upon these presents, the parties agree:

I. **Construction of Project.**

- A. **Project Described.** City is hereby authorized, subject to the conditions set forth herein, to enter the County's roads and right of ways encompassing Bayside to perform all activities necessary to replace and upgrade the existing Bayside system (the "Project").
- B. **Design.** City will advertise and construct the Project in accordance with plans and specifications prepared by Preble-Rish, dated December 2015, consisting of 37 pages, which have been reviewed and approved by County staff. For any work other than geotechnical testing required by the County, the City will bid such requested work as an alternate, and submit the cost to the County for evaluation and payment. Should any changes to the plans be required during the construction of the Project, the City shall be required to notify the County of the changes and receive the County's approval of such changes prior to the changes being constructed or implemented. All right of way restoration shall be performed in accordance with the County's ROW standards and specifications.
- C. **Construction.** City may commence construction of the Project immediately upon execution of this Agreement by both parties, provided however, that City shall give the County a minimum of 48 hours' notice before beginning construction within the Bayside system. The Project construction is anticipated to take approximately 330 days, and work towards restoring the County's roads and right of ways will occur as the new utility pipes are installed. The City shall complete the Project and tender final as-builts certified by the Project's Engineer to the County on or before December 31, 2016, in a form acceptable to the County. Upon the County's acceptance of the restored roads and rights of way, the County shall deliver written notice of such to the City, at which time the City shall be authorized to deliver final payment to City's Project contractor. If the City fails to timely complete the Project, or if it is determined that the Project is not properly completed, the County, within its sole discretion may provide the City with written authorization granting such additional time as the County deems appropriate to correct the deficiencies, or correct the deficiencies at the County's sole cost and expense.

- D. Warranty. City, by and through its Project Contractor, guarantees workmanship and material of the ROW improvements for a period of one year after the County's acceptance of the restored road and rights of way. The City further agrees to defend and hold harmless the County from any and all liability claims by a third party due to faulty workmanship and materials within the aforementioned one-year guarantee period.

II. City Reimbursement.

- A. Flat Contribution. The County will pay the City \$500,000 for the reconstruction and restoration of the County's roads and rights of ways in the Bayside Mobile Home Park (the "ROW Contribution"), regardless of the actual cost of road restoration incurred by the City.
- B. Other costs. In the event the County requests the City to perform roadwork above and beyond the basic restoration requirements, and accepts the alternate bid for such work as solicited by the City, the County will pay the costs for such work at a time and in a manner mutually agreed upon by the City and County.
- C. Reimbursement Schedule. The County shall deliver the ROW Contribution within ninety (90) days of the City's award of the Project to Contractor.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date indicated below their signature.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

ATTEST:

Bill Kinsaul, Clerk

Mike Nelson, Chairman

Date signed: _____

Approved as to form:

Office of County Attorney

CITY OF PANAMA CITY BEACH, Florida

ATTEST:

Diane Fowler, City Clerk

Mario Gisbert, City Manager

Date signed: _____

Approved as to form:

City Attorney

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