

# City of Panama City

## Task Order for Disaster Recovery Support (Amendment 14)

On December 11, 2018, the City of Panama City (“City”) passed a resolution awarding Hagerty Consulting a time and materials (T&M) contract for Disaster Recovery Administrative Services and Federal Disaster Grant Management Consulting. As requested by the City, Hagerty proposes to increase the contract amount by **\$344,000** for a new contract total of **\$17,744,146.59** to provide continued support for the City of Panama City. This increase would provide technical assistance to the City for the development of a Florida Department of Environmental Protection (FDEP) Resilient Florida Program grant application and administration of four Hometown Revitalization grants awarded by the Department of Economic Opportunity (DEO) through four Community Development Block Grants – Disaster Recovery (CDBG-DR).

### Proposed Scope of Work

Hagerty proposes the following scope of work to support disaster recovery initiatives.

- » Provide technical support to the City for the development of a watershed planning grant through FDEP Resilient Florida Program grant application for Fiscal Year 2021.
- » Provide CDBG-DR grant administration support of four awarded Hometown Revitalization grants totaling **\$13.5M** within the designated business districts of Beck Avenue, Glenwood, Millville, and Harrison Avenue/Downtown. Hagerty will help develop and execute subrecipient agreements with the Florida Department of Economic Opportunity, develop program policies and procedures in accordance with Federal and State guidelines and regulations, support the management and administration of the subrecipient agreement, and train City staff on grant compliance and closeout.

### Overview: Support Activities

Action #1:	Technical Assistance & Grant Development – FDEP Resilient Florida	\$4,000.00
Action #2:	Hometown Revitalization Grant Administration Support – CDBG-DR	\$340,000.00
	<b>Amendment 14 Total</b>	<b>\$344,000.00</b>
	<b>Previous Not to Exceed Value</b>	<b>\$17,400,146.59</b>
	<b>New Contract Not to Exceed Total</b>	<b>\$17,744,146.59</b>

This projected Level of Effort (LOE) are based on forecasted scope, timelines, deliverables, reasonable assumptions, etc. and are subject to change, perhaps significantly, based on unforeseen circumstances outside the control of Hagerty Consulting.

**FOURTEENTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT FOR  
DISASTER RECOVERY ADMINISTRATIVE SERVICES**

This FOURTEENTH AMENDMENT ("**Fourteenth Amendment**") is entered into as of March 22, 2022 by and between The City of Panama City, Florida ("**City**"), a political subdivision formed under the laws of the State of Florida, whose Administrative Office is at 501 Harrison Avenue, Panama City, FL 32401 (previously 519 East 7<sup>th</sup> Street, Panama City, FL, 32401) and Hagerty Consulting, Inc. ("**Provider**"), a corporation organized and existing under the laws of the State of Illinois, whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, IL 60201. City and Provider will from time to time be referred to as "**the Parties.**"

**WITNESSETH:**

WHERE AS, the **Parties** entered into a contract dated December 12, 2018 ("**Contract**") for Disaster Recovery Administrative Services;

WHERE AS, the **Parties** entered into the **First Amendment** to the **Contract** effective March 15, 2019; and

WHERE AS, the **Parties** entered into the **Second Amendment** to the **Contract** effective May 20, 2019; and

WHERE AS, the **Parties** entered into the **Third Amendment** to the **Contract** effective December 10, 2019; and

WHERE AS, the **Parties** entered into the **Fourth Amendment** to the **Contract** effective December 10, 2019; and

WHERE AS, the **Parties** entered into the **Fifth Amendment** to the **Contract** effective December 10, 2019; and

WHERE AS, the **Parties** entered into the **Sixth Amendment** to the **Contract** effective February 25, 2020; and

WHERE AS, the **Parties** entered into the **Seventh Amendment** to the **Contract** effective October 27, 2020; and

WHERE AS, the **Parties** entered into the **Eighth Amendment** to the **Contract** effective October 27, 2020;

WHERE AS, the **Parties** entered into the **Ninth Amendment** to the **Contract** effective October 27, 2020;

WHERE AS, the **Parties** entered into the **Tenth Amendment** to the **Contract** effective May 11, 2021; and

WHEREAS, the **Parties** entered into the **Eleventh Amendment** to the **Contract** effective June 9, 2021; and

WHEREAS, the **Parties** entered into the **Twelfth Amendment** to the **Contract** effective August 24, 2021; and

WHEREAS, the **Parties** entered into the **Thirteenth Amendment** to the **Contract** effective October 22, 2021; and

WHEREAS, the **Parties** desire to amend the **Contract** between the **Parties**, keeping in effect all the terms and conditions of the original **Contract** and the **First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, and Thirteenth Amendment** not inconsistent with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. This **Fourteenth Amendment** shall become effective as of March 22, 2022.
2. The **Contract's** not to exceed value is hereby increased by Three Hundred and Forty-Four Thousand Dollars (\$344,000.00). The first sentence of amended Section 3.1 of the **Contract** is hereby deleted in its entirety and replaced with the following:

**"3.1 This Contract has a Not to Exceed ("NTE") cost of Seventeen Million Seven Hundred Forty-Four Thousand One Hundred Forty-Six Dollars and Fifty-Nine Cents (\$17,744,146.59)."**

IN WITNESS WHEREOF, the Parties have expressed their agreement to the terms set forth above by causing this **Fourteenth Amendment** to be executed by their duly authorized officer or agent. This **Fourteenth Amendment** shall be effective as of the date herein.

**Provider: Hagerty Consulting, Inc.**

By (signature): \_\_\_\_\_  
Print Name: Bradley R. Grining

Date: \_\_\_\_\_

Title: Chief Operating Officer

Witness: \_\_\_\_\_

**City: The City of Panama City, Florida**

By (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Greg Brudnicki

Title: Mayor

Attest \_\_\_\_\_  
Jane Smith, City Clerk-Treasurer

Approved as to form and correctness: \_\_\_\_\_  
Nevin J. Zimmerman, City Attorney  
Burke Blue P.A.