

AMENDMENT NO. 1
TO THE
2021 PINELLAS COUNTY
TECHNICAL RESCUE TEAM AGREEMENT
CITY OF CLEARWATER
(NO MONETARY CHANGE)

This Amendment No. 1 ("Amendment") to the 2021 Pinellas County Technical Rescue Team Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between the City of Clearwater, a Florida municipal corporation ("Contractor"), and Pinellas County, a political subdivision of the State of Florida, through its Board of County Commissioners ("County") (individually, "Party"; collectively, "Parties").

RECITALS

WHEREAS, the Parties entered into the Agreement effective October 1, 2021, for an initial term of five (5) years, ending September 30, 2026; and

WHEREAS, Section 801 of the Agreement currently provides for one (1) additional renewal period of five (5) years following the initial term; and

WHEREAS, the Parties desire to amend Section 801 to provide for renewal periods of varying lengths, at the mutual discretion of the Parties, so long as the aggregate of all renewal periods does not exceed five (5) years, in order to afford greater operational flexibility and more responsive review of the Agreement's terms without requiring further amendment; and

WHEREAS, the Parties have the authority to amend the Agreement pursuant to Section 903 thereof.

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

ARTICLE I AMENDMENT TO AGREEMENT

SECTION 1.01. Amendment to Section 801 (Term). Section 801 of the Agreement is hereby amended by deleting the second and third sentences thereof in their entirety and substituting the following in lieu thereof, as indicated by strikethrough (deleted language) and underline (new language):

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing upon October 1, 2021 and ending at midnight September 30, 2026, unless this Agreement is earlier terminated as provided for in this Agreement. This Agreement may be renewed for ~~an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such renewal which is subject to County and Contractor's approval prior to July 1, 2026.~~ one or more additional renewal periods following the initial term, each such renewal period to be for a duration of not less than one (1) year nor more than five (5) years as mutually agreed upon by the Parties in writing at the time of each renewal; provided, however, that the aggregate duration of all renewal periods shall not exceed five (5) years in total; and further provided that the Parties mutually agree in writing to each such renewal, which is subject to County and Contractor's approval no less than thirty (30) days prior to the expiration of the then-current term. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewals thereof. The effective date of this Agreement for reimbursement purposes shall be October 1, 2021.

ARTICLE II GENERAL PROVISIONS

SECTION 2.01. No Monetary Change. This Amendment does not modify any compensation, reimbursement, or other monetary provision of the Agreement, including without limitation the training funds reimbursement cap set forth in Section 701(a), the training instructor reimbursement rate set forth in Section 701(b), or the travel funds cap set forth in Section 701(c). All such provisions remain unchanged and in full force and effect.

SECTION 2.02. Effect of Amendment. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

SECTION 2.03. Entire Agreement. This Amendment, together with the Agreement and all Appendices thereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto.

SECTION 2.04. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

SECTION 2.05. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the Parties hereto, by and through their undersigned authorized officers, have caused this Amendment No. 1 to be executed on this _____ day of _____, 20____.

ATTEST: PINELLAS COUNTY,

KENNETH BURKE, CLERK by and through its governing body, the
Board of County Commissioners

by: _____ by: _____
Deputy Clerk Chairman

Countersigned: CITY OF CLEARWATER, FLORIDA

by: _____ by: _____
Mayor Assistant City Manager

Approved as to Form: Attest:

by: _____ by: _____
Assistant City Attorney City Clerk