

FIRST AMENDMENT
BETWEEN THE CITY OF CLEARWATER
AND PINELLAS COUNTY FOR
THE JOINT PROJECT AGREEMENT: SOUTH MYRTLE AVENUE DRAINAGE
IMPROVEMENTS FROM CLEARWATER LARGO ROAD TO BELLEAIR ROAD

THIS FIRST AMENDMENT is made and entered into on this ____ day of _____, 2019, by and between PINELLAS COUNTY, a public corporation of the State of Florida whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as the "COUNTY," and the City of Clearwater, a municipal corporation of the State of Florida, whose address is 100 South Myrtle Avenue, Clearwater, Florida, 33756, hereinafter referred to as the "CITY", collectively Parties.

WITNESSETH:

WHEREAS, the COUNTY will be constructing a capital improvement program plan referred to as South Myrtle Avenue Drainage Improvements, from Clearwater Largo Road to Belleair Road "Project"; and

WHEREAS, the COUNTY and the CITY previously entered into an agreement on April 30, 2018, hereinafter referred to as the Agreement, to provide funding for the CITY's Utility Work to be completed by the COUNTY's contractor as part of construction of the Project; and

WHEREAS, Section 11 of the Agreement provides that the Agreement may be amended where agreed to in writing by the Parties; and

WHEREAS, both the COUNTY and the CITY desire to extend the Agreement duration.

WHEREAS, the CITY has revised and increased the engineering estimate of preliminary Utility Work cost.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. Section 2 Funding Paragraph 2.2 is hereby amended as follows:

The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A – First Amendment) of One Hundred Sixty Two Thousand Four Hundred Seventy Dollars (\$162,470.00), plus 5% for County construction/contract administration/compaction and backfill testing costs of Eight Thousand One Hundred Twenty Three and 50/100 Dollars (\$8,123.50), for a total cost of One Hundred Seventy Thousand Five Hundred Ninety Three and 50/100 Dollars (\$170,593.50).

2. Section 3 Joint Project Activities Paragraph 3.1 and Paragraph 3.3 due date is revised to June 1, 2019.

3. Section 17. Agreement Term is hereby amended in its entirety as follows:

If the County fails to issue a Notice to Proceed to a contractor for the Project within 730 days from the date of full execution of this FIRST AMENDMENT by the Parties, the Agreement shall be deemed terminated and any payments made by the CITY to the COUNTY shall be refunded in full by the COUNTY within 30 days.

4. Except as changed or modified by this FIRST AMENDMENT, all provisions and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

PINELLAS COUNTY, FLORIDA

By: _____
Barry A. Burton
County Administrator

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk