

FIRST AMENDMENT

This Amendment made and entered into this ____ day of _____, 2020, by and between Pinellas County, a political subdivision of the State of Florida ("County") and the City of Clearwater, a Florida Municipal Corporation ("City") (collectively, the "Parties" or individually a "Party").

WITNESSETH:

WHEREAS, the County and City entered into a Capital Project Funding Agreement on October 2, 2017 (hereinafter "Agreement"), pursuant to which County agreed to provide City funding for improvements to the Countryside Sports Complex ("Project"); and

WHEREAS, pursuant to Section 5 of the Agreement, payments to the City for the Project must be made during Fiscal Years 2018 and 2019; and

WHEREAS, due to Project delays the payments were unable to be made during this time; and

WHEREAS, the City has requested the Agreement be amended to allow payment in Fiscal Years 2020 and 2021;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Section 3 of the Agreement is amended in its entirety to read: "The term of this Agreement shall commence on the Effective Date and continue in full force and effect through September 30, 2021 ("Term"), unless otherwise terminated as provided herein."
2. Section 5.A. of the Agreement is amended in its entirety to read: "Reimbursement Payments in a total amount not to exceed One Million Nine Hundred Dollars (\$1,900,000.00) shall be made in two annual Fiscal Year payments of approximately Nine Hundred and Fifty Thousand Dollars (\$950,000.00) per Fiscal Year. The payments shall be made during the County's FY 2020 and FY 2021 which commence on October 1 and end on September 30 of the fiscal year, upon receipt of a written payment request from the City directed to the VSPC at the address set out in Section 12.A., with such documentation as required herein and any additional documentation required by the VSPC Director. At a minimum, the payment request shall include documentation detailing (i) the work completed that the City is seeking reimbursement for; (ii) proof of payment for the work; (iii) a certification from the either the contractor, design professional, or the City certifying the work has been completed and paid for before submittal of the payment request. The payment requests shall be no more than quarterly after compliance with the requirements of Section 4 herein."
3. Section 6.D. and Exhibit B of the Agreement are amended to extend the provision of Tourism Promotion Program benefits through September 30, 2029.
4. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

Each party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment; constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties herein have executed this First Amendment as of the day and year first written above.

Pinellas County by and through its
County Administrator

By: _____
Barry A. Burton

Countersigned: CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk