

**AMENDMENT NO. 1
TO COOPERATIVE FUNDING AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY**

THIS AMENDMENT, effective upon execution by both parties, by and between the Southwest Florida Water Management District (District) and Pinellas County (Cooperator).

WHEREAS, the District and the Cooperator entered into an agreement for the Starkey M10 Stormwater Facility Quality Improvements (W106), effective October 1, 2021, (Agreement No. 22CF0003715), hereinafter referred to as the "Existing Agreement"; and

WHEREAS, the parties wish to amend the Existing Agreement to replace the District's Contract Manager and Cooperator's Project Manager, extend the contract period and modify the Project Schedule, and update contract language applicable to the District's cooperatively funded projects.

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

1. The Cooperative Funding Initiative (CFI) Project Agreement is hereby amended to extend the expiration date of June 21, 2025 to January 31, 2027.
2. The Cooperative Funding Initiative Project Agreement is hereby amended to add the O&M expiration date of December 31, 2047.
3. The Party Contacts section in the CFI Project Agreement is hereby amended to replace the District Contract Manager and Cooperator Project Manager with the following:

District Contract Manager

Name: Mirko I. Soko, P.E.

Address: 7601 US 301 North, Tampa
Tampa, Florida 33637

Phone: 813-355-0050

Email: mirko.soko@swfwmd.state.fl.us

Cooperator Project Manager

Name: Nancy C. Lamagna, P.E., ENV-SP

Address: 14 South Fort Harrison Avenue
Clearwater, FL 33756

Phone: (727) 464-8918

Email: nlamagna@pinellas.gov

4. Subparagraph 5.1 of Exhibit A is hereby replaced in its entirety with the following:

The anticipated total cost of the Project is identified in the CFI Project Agreement (Initial Board-Approved Project Amount). The District's maximum funding amount is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator's funding match is identified in the CFI Project Agreement and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5.2. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.

5. Subparagraph 5.2 of Exhibit A is hereby replaced in its entirety with the following:

The Cooperator's funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The District will not fund any Project cost increases. State or federal appropriations, or grant monies, may be used to cover Project cost increases. Should those state or federal appropriations, or grant monies, exceed Project cost increases, the remaining funds will be used to equally reduce the District funding amount and the Cooperator's Board-approved match. If Project costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the Cooperator's Board-approved match. The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the District provides funding for the Project in excess of the amount required by this Agreement, after all state and federal appropriations, or grant monies have been applied, the Cooperator will promptly refund such overpaid amounts to the District. This Subparagraph shall survive the expiration or termination of this Agreement.

6. Subparagraph 5.3 of Exhibit A is hereby replaced in its entirety with the following:

Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonable necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the Initial Board-Approved Project Amount for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percent of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.

7. Subparagraph 5.6 of Exhibit A is hereby deleted in its entirety.

8. Subparagraph 7.2 of Exhibit A is hereby replaced in its entirety with the following:

Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 22CF0003715) are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

As set forth in this Agreement, the Initial Board-Approved Project Amount is ____. The Cooperator expects the total Project cost to be _____. The Cooperator received a total of \$__ in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with subparagraph 2 of the Funding Paragraph: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase."

- 9. Paragraph 18 of Exhibit A is hereby amended to delete Subparagraphs 18.1 and 18.2.
- 10. The Project Schedule section set forth in Exhibit C is hereby replaced in its entirety with the following:

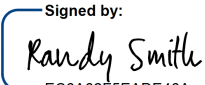
DESCRIPTION	COMMENCE DATE	COMPLETE DATE
Bidding & Contract Award	08/01/2023	08/20/2024
Construction & Construction Engineering Inspection (CEI)	10/01/2024	04/30/2026
Record Drawings & Certificate of Substantial Completion	05/01/2026	11/01/2026

- 11. All other terms, covenants and conditions of the Existing Agreement remain in effect. If and to the extent that any inconsistency may appear between the Existing Agreement and this Amendment, the provisions of this Amendment shall control.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Amendment on the date and year set forth next to their signatures below.

Southwest Florida Water Management District

Signed by:

 By: _____
 EC6A62F5EAD46A...
 Name: Randy Smith Date: 03/05/2025
 Title: NSR Bureau Chief

Pinellas County

Digitally signed by Joe Lauro
 Date: 2025.03.03 14:22:45
 -05'00'
 By: **Joe Lauro** _____
 Name: _____ Date: _____
 Title: _____

APPROVED AS TO FORM
 By: Joseph A Morrissey
 Office of the County Attorney

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