

**Ft. De Soto Pier/Dock Replacement Agreement  
2<sup>nd</sup> Amendment**

This Second Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (hereinafter "MPO") and PINELLAS COUNTY by way of its Parks & Conservation Resources Department (hereinafter "Subgrantee"), jointly referred to as the "Parties."

WITNESSETH:

**WHEREAS**, the MPO and Subgrantee entered into an agreement on July 26, 2012 for use and administration of FTA Section 5320 FY 2011 grant funds in the amount of \$1,000,000 (FTA Grant Number FL – 20 – X004) (hereinafter the "Agreement"); and

**WHEREAS**, Subgrantee is using the funds in support of the Fort De Soto Pier and Dock Replacement (hereinafter the "Project"); and

**WHEREAS**, the Agreement has previously been modified through Amendment One; and

**WHEREAS**, a second amendment to the Agreement is necessary to modify the duration, local match requirements, project manager, scope of work, grant award amounts and budget.

**NOW, THEREFORE**, in consideration of the mutual covenants, premises, and representations herein, the Parties agree as follows:

**Section 1.0: TERMS AND CONDITIONS** of the Agreement is hereby amended to read as follows:

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and contained in the Appendices named below, which are attached hereto and incorporated herein. Appendices A and A-1 contain general provisions applicable to this Agreement. Appendix B identifies the Project manager and describes the scope of work for the Project. Appendix C contains the Project budget, by line item, and identifies the funding sources.

The end date of this Agreement shall be December 31, 2023. The Subgrantee agrees to complete and fully invoice the Project by December 31, 2023. Total FTA participation for FY 2011 grant funds shall not exceed the sum of \$1,000,000 of all expenses incurred in performance of this Agreement. The Subgrantee agrees to follow the terms set by FTA, including the refund of funds if the Project is not completed by December 31, 2023, and will refund the funds to the MPO for return to FTA. Total Subgrantee-required local match shall be the funds required to complete the Project, including construction. The availability of federal funds shall be a condition precedent to the requirement that the Subgrantee provides the local match to complete the Project. Subgrantee agrees to provide documentation of said local match prior to the MPO's issuance of a Notice to Proceed. Funds may not be expended until issuance of a Notice to Proceed by the MPO.

**Section 2.0: APPENDIX B, WORK PROGRAM** of the Agreement is hereby amended as follows:

**Project Manager:**

The Project shall be conducted and administered by Subgrantee under the direction of Robert Meador, who will be responsible for the day to day administration of the Project.

**Project Manager:**

Robert Meador, P.E.

Pinellas County Public Works Transportation

22211 US Highway 19 North

Clearwater, FL 33765

727-464-8731

rmeador@pinellascounty.org

**SCOPE OF WORK**

**Ft. De Soto Bay Pier/Dock Replacement**

The Subgrantee Pinellas County, by and through its Parks & Conservation Resources Department, owns and operates 1,136 acre Ft. De Soto Park, located at the extreme southern tip of Pinellas County and nestled between the Gulf of Mexico to the west and Tampa Bay to the south and east.

The Project calls for the replacement of the existing 500-foot Bay pier/dock at Fort De Soto. The Bay pier/dock is located within 20 minutes by watercraft from Egmont Key National Wildlife Refuge. This pier/dock is the closest public access to the refuge and it is where a public ferry (not a charter) launches daily trips (not excursions) to Egmont Key. This facility not only provides for the docking of the ferry for alternative transportation public access to Egmont Key National Wildlife Refuge, it also provides a docking point for the US and the Florida Fish and Wildlife agencies, the US Coast Guard and the Tampa Bay Marine Pilots to access Egmont Key. In addition, the Florida Marine Patrol, County Sheriff and emergency response agencies use the pier/dock. The planned Project is the replacement of the existing pier/dock with a similar new, safe and structurally sound pier/dock to provide continued public access to Egmont Key.

Pinellas County, through the Pinellas County Metropolitan Planning Organization, received a 2011 Paul S. Sarbanes Transit in Parks Discretionary Program Section 5320 Federal Transit Administration (FTA) Grant in the amount of \$1,000,000 for the Ft. De Soto Bay Pier/Dock Replacement project. FTA funds are to be used for pre-construction activities, including the completion of the National Environmental Policy Act (NEPA) requirements. Pinellas County local match funds are to be provided for construction. All work on the Project, including construction, must be completed by December 31, 2023 ("Project Completion Date"). Pinellas County agrees to refund the MPO so the MPO can return the funds to the FTA if the Project is not completed by the Project Completion Date, if the FTA requests the funds to be refunded.

**Section 3.0: APPENDIX C, PROJECT BUDGET** of the Agreement is hereby amended as follows:

**Source of Funds:**

- FTA Section 5320 FY 2011 draft award number 1038-2017-1 grant funds \$1,000,000
- Pinellas County Capital Improvement Program Local Funds (not including FTA Section 5320 funds) \$3,340,000

**Section 4.0:** The following provision is added to the Agreement:

Delegated Authority:

The MPO Executive Director is authorized to make minor modifications to this Agreement after it is executed by the MPO Board if necessary. Minor modifications include but are not limited to modifications to the scope of work that do not alter the general intent of this Agreement, a reduction in the source of funds provided, or a time extension to complete the Project.

**Section 5.0:** All other provisions of the Agreement shall remain in effect and unaltered.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written:

APPROVED AS TO FORM:

BY: Chelsea D. Hardy  
Chelsea D. Hardy, MPO Attorney

PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION

BY: Whit Blanton  
Whit Blanton, FAICP, Executive Director

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
Janet C. Long, Chairman

ATTEST: \_\_\_\_\_