

AMENDMENT NO. 1

TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM EL CENTRO STREET TO 19TH AVENUE.

THIS AMENDMENT to the Interlocal Agreement is made and entered into as of the ____ day of ____, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WHEREAS, on May 12, 2015, the PARTIES entered into an Interlocal Agreement for reclaimed water lines related to construction improvements along Pass-A-Grille Way from El Centro Street to 19th Avenue; and

WHEREAS, at the time the original Reclaimed Water Service Agreement, which was executed on September 4, 1991, the PARTIES estimated the usage volumes of reclaimed water in order to determine the cost sharing for the 16" reclaimed water transmission line relocations; and

WHEREAS, the Parties have subsequently reviewed the Wholesale Reuse Flow Readings and determined that the five-year average, from October 2010 through September 2015, reflects a 43% usage by the COUNTY on behalf of Tierra Verde and a 57% usage by the CITY; and

WHEREAS, the PARTIES desire that the cost of line relocations for the 16" reclaimed water transmission line more accurately reflect the line usage.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the PARTIES agree that Section 5 Funding and Invoicing of the Agreement is amended as follows:

SECTION 5

FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the following: a 16" potable water transmission line (approximately 4,400 linear feet); an 8" potable water distribution line (approximately 4,400 linear feet); service connections, appurtenances and all the fire hydrants related to the 16" potable water transmission line relocation; and installation of a new 8" potable water distribution line along Pass-A-Grille Way, all of which the total cost shall not exceed One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000.00).

Based upon the Five (5) year average wholesale reuse flow readings, the COUNTY will pay 43% of the cost for the 16" reclaimed water transmission line relocations (approximately 4,150 linear feet) and appurtenances related to the 16" reclaimed water transmission line relocation along Pass-A-Grille Way, all of which the total cost shall not exceed Six Hundred Two Thousand and 00/100 Dollars (\$602,000.00). Relocation of reclaimed water service lines and associated appurtenances are not part of this Amendment No. 1 and the CITY shall pay 100%.

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES and 10% of the COUNTY's share of the cost of construction and relocation of reclaimed water lines, all of which the total cost shall not exceed Two Hundred Fifty Thousand Two Hundred Dollars (\$250,200.00), and will cover the cost for mobilization, maintenance of traffic (MOT), and miscellaneous administrative fees for the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The CITY will invoice the COUNTY for the costs of the relocation of COUNTY UTILITIES, and the COUNTY's share of the reclaimed water lines, not to exceed Two Million Seven Hundred Fifty-Two Thousand, Two Hundred Dollars (\$2,752,200.00) upon approval of the COUNTY Project Manager and without unreasonable delay, except that this cost may exceed \$2,752,200.00 pursuant to Section 4 of the Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

This Amendment is attached to and made a part of the Interlocal Agreement. In the event of any inconsistency between the terms of this Amendment and the printed, typewritten or handwritten terms of the Interlocal Agreement, the terms of this Amendment shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Amendment as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: Deborah Schechner
Deborah Schechner, City Mayor

By: _____
Chair

ATTEST:

ATTEST: KEN BURKE, Clerk

By: Rebecca C. Haynes
Rebecca C. Haynes, City Clerk

By: _____
Deputy Clerk
(Seal)

APPROVED AS TO FORM:

By: Andrew Dickman
Andrew Dickman, City Attorney

APPROVED AS TO FORM:

By: Joseph A. Manning
Office of the County Attorney