

## 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 PHASE 2 ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM 19<sup>TH</sup> AVENUE to 1<sup>ST</sup> AVENUE.**

**THIS AMENDMENT** to the Interlocal Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 October 31, 2017, the PARTIES entered into an Interlocal Agreement for the relocation of potable water transmission mains, potable water distribution mains, fire hydrants, reclaimed water mains and appurtenances found to be in conflict with the proposed roadway and drainage system improvements along Pass-A-Grille Way from 19th Avenue to 1st Avenue for an amount not to exceed \$2,090,000.00; and

**WHEREAS**, during the construction of the project sections of the existing distribution main along the side streets and alleyways from 1<sup>st</sup> Avenue to 9<sup>th</sup> Avenue were found to be cast iron pipes and plastic pipes in need of replacement. Portions of the alleyway distribution mains were dead end pipes requiring replacement. The County is planning to install new Automatic Meter Readers (AMR) for all the affected services. There are approximately 3500 linear feet of 2" water mains, 800 linear feet of 4" water mains and 150 linear feet of a 6" water main to be replaced. The water distribution main pipe replacements will greatly improve the water quality, water circulation of the water system and improve the water meter data collection; and

**WHEREAS**, the cost of the project will increase by Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00) for the replacement of the water mains and the appurtenances along the side streets and alleyways from 1<sup>st</sup> Avenue to 9<sup>th</sup> Avenue.

**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 16" x approximately 1200 linear feet of potable water transmission line, 8" x approximately 1200 linear feet, 6" x approximately 1400 linear feet, 4" x approximately 800 linear feet and 2" x approximately 3,850 linear feet of potable water distribution mains. Including all the fire hydrants, service connections and appurtenances related to the 16" potable water transmission line relocation. The County will pay 100% for the installation of new 8", 6", 4" and 2" potable water distribution mains along Pass-A-Grille Wayside streets and alleyways from 1<sup>st</sup> Avenue to 9<sup>th</sup> Avenue. The total cost shall not exceed Two Million Dollars (\$2,000,000.00).

The COUNTY will pay 43% of the cost for approximately 1100 linear feet of 16" reclaimed water transmission line relocations and appurtenances related to the 16" reclaimed water transmission line relocation along Pass-A-Grille Way. The total costs shall not exceed Two Hundred Thousand dollars (\$200,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000.00). The amount will cover mobilization, maintenance of traffic and miscellaneous administrative fees of 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 and construction of COUNTY UTILITIES. The COUNTY'S share of the PROJECT shall not exceed Two Million, Four Hundred Twenty Thousand Dollars (\$2,420,000.00) upon approval of the COUNTY Project Manager. The cost may exceed \$2,420,000.00 pursuant to Section 4 of this Agreement, but in no circumstances shall the CITY be responsible for the cost of relocation and construction of COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

In the event of any inconsistency between the terms of this Amendment and the printed, typewritten or handwritten terms of the 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: \_\_\_\_\_  
Alan Johnson, City Mayor

By: \_\_\_\_\_  
Chairman

ATTEST:

ATTEST: KEN BURKE, Clerk

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

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andrew Dickman, City Attorney

By: \_\_\_\_\_  
Office of the County Attorney