

**AMENDMENT NO. 2 TO THE FUNDING AGREEMENT BETWEEN
PINELLAS COUNTY AND KENNETH CITY**

THIS SECOND AMENDMENT (this "SECOND AMENDMENT") TO THE FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND THE TOWN OF KENNETH CITY FOR KENNETH CITY STORMWATER POND FOUNTAIN INSTALLATION (the "ORIGINAL AGREEMENT") is made and entered into this 14 day of May 2019, by and between PINELLAS COUNTY ("COUNTY"), a political subdivision of the State of Florida, and the TOWN OF KENNETH CITY ("KENNETH CITY"), a municipal corporation, (the COUNTY and KENNETH CITY are collectively referred to herein as "PARTIES").

WITNESSETH:

WHEREAS, PARTIES entered into the ORIGINAL AGREEMENT on June 18, 2017, which expired on December 31, 2018, to provide for matching COUNTY funding for KENNETH CITY installation of fountains and diffusers in three KENNETH CITY stormwater lakes to improve water quality;

WHEREAS, PARTIES amended the ORIGINAL AGREEMENT on June 16, 2017 to extend the agreement term until March 31, 2019 and shift certain costs;

WHEREAS, due to administrative obstacles KENNETH CITY has encountered acquiring necessary easements from Duke Energy, PARTIES wish to extend the agreement term another six months until September 30, 2019; and

WHEREAS, no cost shifting or additional funding is required to implement this SECOND AMENDMENT.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, PARTIES hereby mutually agree to amend the ORIGINAL AGREEMENT as follows:

1. Section One (1), Performance of Services, is amended to read in its entirety as follows:

Kenneth City shall complete the Project in accordance with (1) the Scope of Work and (2) the Project Budget, which are attached hereto and incorporated herein as Exhibits A and B respectively, by September 30, 2019. For purposes of this Agreement, the Project shall be considered complete once all line items under the "Design" and "Construction" sections of the Project Budget have been completed and invoiced to the County in accordance with Section Two (2) of this Agreement below.

Kenneth City shall comply with all terms and conditions of the Scope of Services and Project Budget. Kenneth City shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Kenneth City under this Agreement. Kenneth City shall orally consult with County regarding the Project on a monthly basis or at any time upon County's request.

2. Except as amended herein, the ORIGINAL AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, PARTNERS herein have executed this FIRST AMENDMENT as of the day and year first written above.

TOWN OF KENNEH CITY, by and through its Town Manager:

By: Matthew Campbell
Matthew Campbell, Town Manager

PINELLAS COUNTY, by and through its County Administrator:

By: _____
Barry A. Burton, County Administrator

ATTEST:

By: Cindy M. Maton

Approved as to Form:

By: _____
Assistant County Attorney