

**AMENDMENT NO. 2
TO COOPERATIVE FUNDING AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY**

THIS AMENDMENT, effective January 27, 2026, 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 Starkey M10 Stormwater Facility Quality Improvements (W106) effective October 1, 2021, as amended March 5, 2025 (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, decrease Project funding and modify the Project Budget, modify the Project Plan due to scope changes, 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 Funding/Agreement Information section in the CFI Project Agreement is hereby replaced with the following:

Funding/Agreement Information

*expiration dates subject to change

Risk Level:	<u>Type 2</u>		
Effective Date:	<u>10/1/2021</u>	*Expiration Date:	<u>1/31/2027</u>
Initial Board-Approved Project Amount:	<u>\$408,240</u>	*O&M Expiration Date:	<u>1/31/2047</u>
Updated Construction Cost Estimate:	<u>N/A</u>	Multi-Year Funded Project:	<u>No</u>
District State Funds:	<u>No</u>	CSFA #:	<u> </u> Title: <u> </u>
Federal Funds:	<u>No</u>	CFDA #:	<u> </u> Title: <u> </u>
Cooperator State Funds:	<u>No</u>	CSFA #:	<u> </u> Title: <u> </u>
Federal Funds:	<u>No</u>	CFDA #:	<u> </u> Title: <u> </u>
District's Maximum Funding Share:	<u>\$204,120</u>	Approved funds:	<u>\$ 204,120</u> Through FY: <u>2022</u>
Cooperator's Funding Match:	<u>\$204,120</u>	Eligible Land Acquisition Cost	<u>N/A</u>
Maximum Design Match:	<u>N/A</u>	Conservation Easement:	<u>No</u>

2. 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: Robert McDonald, P.E.

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

Phone: 813-324-5485

Email: Robert.McDonald@swfwmd.state.fl.us

3. The CFI Project Agreement is hereby amended to delete Attachment 2 - Minority/Women Owned and Small Business Utilization Report.
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

reasonably 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 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 \$408,240. 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 5.2: 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."

8. Paragraph 18 of Exhibit A is hereby deleted in its entirety.
9. The Project Description section set forth in the Project Plan is hereby amended to replace the sentence "The drainage area includes approximately 114 acres urbanized development." with "The drainage area includes approximately 74 acres of urbanized development."
10. The Resource Benefit section set forth in the Project Plan is hereby replaced in its entirety with the following:

Removal of an estimated 310 lbs./yr. Total Nitrogen (TN) and 96 lbs./yr. Total Phosphorus (TP).

11. The Measurable Benefit section set forth in the Project Plan is hereby replaced in its entirety with the following:

Construction of BMPs to treat approximately 74 acres of stormwater runoff in accordance with the permitted plans.

12. The Project Budget section set forth in the Project Plan is hereby replaced in its entirety with the following:

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Construction	\$204,120	\$204,120	\$408,240
Construction Engineering & Inspection (CEI)	\$0	\$0	\$0
Record Drawings & Certificate of Substantial Completion	\$0	\$0	\$0
TOTAL	\$204,120	\$204,120	\$408,240

Reimbursement for expenditures of contingency funds is contingent upon District approval in accordance with the Funding Paragraph in the Agreement. The Cooperator must complete one Cooperative Funding Construction Contingency Justification form, attached to this Agreement, per contingency line item requested for District reimbursement.

13. 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

By: _____

Name: _____ Date: _____

Title: _____

Pinellas County

By: _____

Name: _____ Date: _____

Title: _____

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

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