

**FIRST AMENDMENT TO THE FUNDING AGREEMENT BETWEEN  
PINELLAS COUNTY AND TOWN OF KENNETH CITY**

THIS FIRST AMENDMENT (this "FIRST 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 16<sup>th</sup> day of August 2018, by and between PINELLAS COUNTY ("COUNTY"), a political subdivision of the State of Florida, and the TOWN OF KENNETH CITY ("TOWN"), a municipal corporation, (the COUNTY and TOWN are collectively referred to herein as "PARTIES").

**WITNESSETH:**

WHEREAS, PARTIES entered into the ORIGINAL AGREEMENT on June 18, 2017 to provide for matching COUNTY funding for TOWN installation of fountains and diffusers in three (3) TOWN stormwater lakes to improve water quality;

WHEREAS, due to feedback from homeowners surrounding one of these three (3) lakes, TOWN no longer wishes to perform work in this particular lake;

WHEREAS, TOWN wishes to shift the cost for this particular lake to unforeseen administrative, procurement, and legal issues and expenses TOWN is incurring for the two (2) remaining lakes;

WHEREAS, notwithstanding this cost shifting, no additional funding is required to implement this FIRST AMENDMENT;

WHEREAS, Section Three (3) of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT expires on December 31, 2018;

WHEREAS, PARTIES wish to extend the term of the ORIGINAL AGREEMENT until March 31, 2019 to account for these unforeseen administrative, procurement, and legal issues and expenses.

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 as follows:

TOWN 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 December 31, 2018. 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 COUNTY in accordance with Section Two (2) of this Agreement below.

TOWN shall comply with all terms and conditions of the Scope of Services and Project Budget. TOWN shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by TOWN under this

Agreement. TOWN shall orally consult with COUNTY regarding the Project on a monthly basis or at any time upon COUNTY'S request.

2. Section Two (2), Funding, is amended to read in its entirety as follows:

COUNTY agrees to provide up to \$22,500.00 for the Project on a matching reimbursement basis in accordance with the following:

After the Project is complete and no later than December 31, 2018, TOWN shall deliver a Project invoice up to \$22,500.00 ("Invoice") to COUNTY.

Together with the Invoice, TOWN shall submit a certification that (1) the Invoice is accurate, that (2) TOWN has expended all invoiced funds in furtherance of the Project, and (3) that TOWN has expended non-invoiced (matching) funds in at least the invoiced amount in furtherance of the Project ("Certification"). Together with the Invoice, TOWN shall submit a project completion report, summarizing how the cumulative amount of invoiced and non-invoiced funds have been expended for Project completion along with comprehensive evidence thereof ("Project Completion Report").

Within thirty (30) days of receiving the Invoice, COUNTY shall either: (1) provide full payment to TOWN for the Invoice; or (2) if COUNTY finds the Invoice, Certification, or Project Completion Report unacceptable for any reason, provide written notice to TOWN of any defects. If COUNTY provides a written notice of defects, TOWN shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to COUNTY; if TOWN fails to cure the defects within the requisite timeframe, or if COUNTY finds the evidence of such corrections to be defective for any reason, the Agreement is subject to termination with cause in accordance with Section Four (4) of the Original Agreement and Number 6 below.

3. Section Three (3), Agreement Term, is hereby amended to read as follows:

This Agreement shall become effective upon execution by both parties and expire on March 31, 2019, unless terminated earlier as provided in Section Four (4) below.

4. Exhibit A: Scope of Work, is replaced in its entirety with Revised Exhibit A: Scope of Work, which is attached hereto.
5. Exhibit B: Project Budget, is replaced in its entirety with Revised Exhibit B: Project Budget, which is attached hereto.
6. Except as amended herein, the ORIGINAL AGREEMENT shall remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

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

By: Matthew Campbell  
Matthew Campbell, Town Manager

PINELLAS COUNTY, by and through its County Administrator:

By: Mark S. Woodard  
Mark S. Woodard, County Administrator

ATTEST:

By: GARY STRAIT

Approved as to Form:

By: Brendan Mackesey  
Assistant County Attorney

<b>Town of Kenneth City</b>					
<b>Stormwater Lakes Water Quality Project</b>					
<b>Revised Exhibit B - Project Budget</b>					
<b>Pay Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>D</b>	<b>DESIGN</b>				
A-D-1	Power Company Coordination / Public Presentation of Project / Easement Aquisition Assistance / Bid Document Prep / Bidding & CA Services	1	LS	\$ 8,500.00	\$ 8,500.00
A-D-2	Easement Legal and Sketch Acquisition	1	LS	\$ 4,800.00	\$ 4,800.00
<b>C</b>	<b>CONSTRUCTION</b>				
A-C-1	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
A-C-2	Duke Energy New Account Setup / Construct Two (2) Drops & Pedestals	1	LS	\$ 1,225.00	\$ 1,225.00
A-C-3	Fountain & Diffuser Installation (Including Electrical Appurtenances)	2	EA	\$ 12,500.00	\$ 25,000.00
A-C-4	Sodding	3.300	SF	\$ 0.75	\$ 2,475.00
				<b>TOTAL</b>	<b>\$ 45,000.00</b>

**TOWN OF KENNETH CITY  
STORMWATER LAKES WATER QUALITY PROJECT  
REVISED EXHIBIT A - SCOPE OF WORK**

**I. Description of Project**

In an effort to improve water quality in an aesthetic manner, the Town of Kenneth City is proposing the installation of fountains and aerators within two (2) stormwater lakes. These facilities will be installed within Lake Paul & Lake Lori. Please see the attached exhibit for specific location information.

**II. Scope of Services**

The Scope of Services shall consist of the following:

**DESIGN**

1. The Town's engineering consultant shall coordinate with Duke Energy to set up accounts for the new meters and identify construction requirements. Bid documents will be prepared and the Town's engineering consultant will perform bidding and construction administration (CA) services.
2. The Town's engineering consultant shall present the proposed project to the public.
3. The Town's engineering consultant shall coordinate the acquisition of legal sketches and descriptions for easements on Lake Paul.

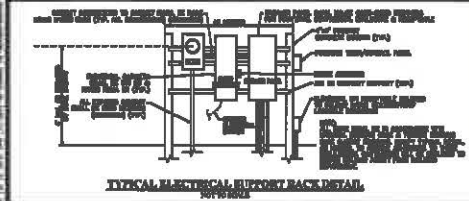
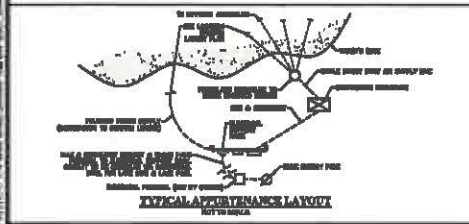
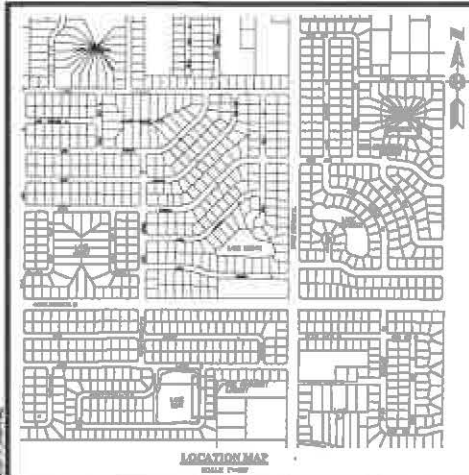
**CONSTRUCTION**

The Contractor will be procured in accordance with Town purchasing requirements. Once the contract is awarded, the Contractor will perform the following tasks:

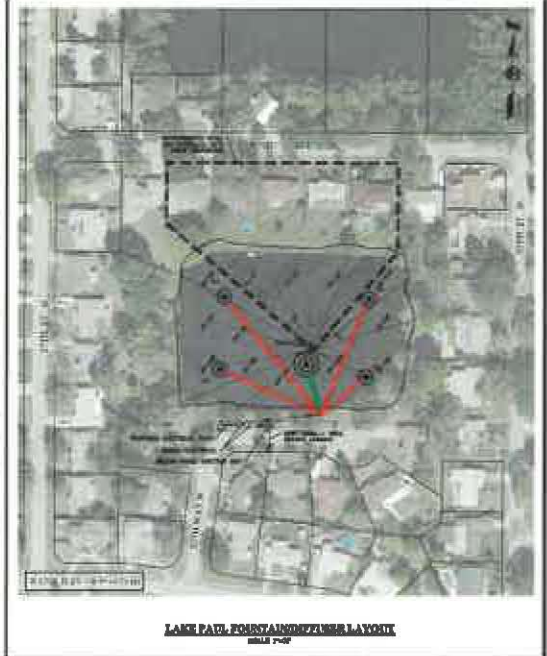
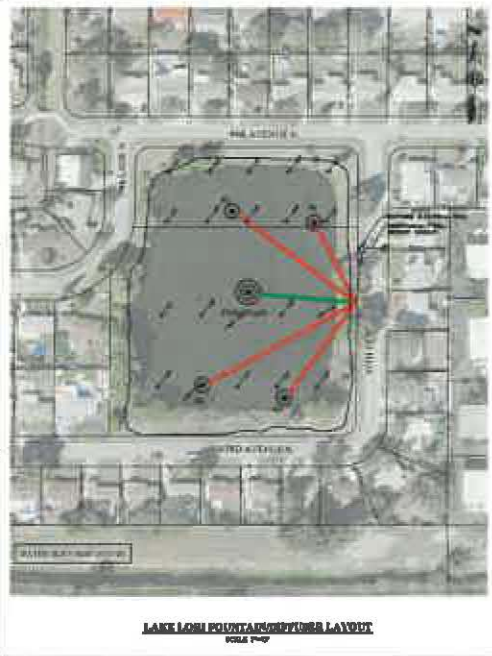
1. The Contractor will mobilize labor and equipment to the site.
2. The Contractor will oversee the installation of two (2) electric drops and pedestals by Duke Energy (one (1) at each lake). The Contractor shall construct buried electric from the pedestal to the proposed meter/disconnect location.
3. The Contractor shall construct a ½ horsepower fountain and three to four diffused aerators within each pond. The Contractor shall construct an electric support rack to house the utility meter, disconnect and other equipment. The aerator shall be housed within a composite cabinet.
4. The Contractor shall restore the construction area utilizing a sod species that matches the surrounding area.

### **III. Schedule**

The Town of Kenneth City will provide Pinellas County with a digital version of the bidding document prior to soliciting pricing. The construction will be completed by December 31, 2018.



- LEGEND:**
- PLACEMENT POSITION FOR FUTURE MONITORING AND TESTING
  - EXISTING ASSEMBLY
  - NEW WATER LINES
  - EXISTING WATER LINES
  - EXISTING ELECTRICAL
  - ELECTRICAL SUPPORT BACK
  - ELECTRICAL CONTROL AND/OR POWER EQUIPMENT
  - EXISTING AND NEW ELECTRICAL SERVICES (AS PROVIDED BY THE CONTRACTOR)



NO.	DESCRIPTION	DATE	BY	CHECKED BY

**ADVANCED ENGINEERING & DESIGN INC.**  
 10000 W. 100th St., Suite 100, Overland Park, KS 66213  
 (913) 666-1100  
 www.aed-inc.com

**TOWN OF KENNETH CITY**  
**STORMWATER LAKES WATER QUALITY PROJECT**

**PROJECT PLAN**

01000-2