

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT WITH THE CITY OF  
SAFETY HARBOR FOR DESIGN AND CONSTRUCTION OF A REPLACEMENT  
PEDESTRIAN BOARDWALK BETWEEN NORTH BAYSHORE DRIVE AND  
PHILIPPE PARK DRIVE**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT, is made and entered into as of the 22<sup>nd</sup> day of OCTOBER 2019, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the CITY OF SAFETY HARBOR, a municipal corporation of the State of Florida, hereinafter referred to as the CITY, jointly referred to herein as Parties.

WHEREAS, the CITY and the COUNTY entered into an Agreement on May 14, 2017 for the design and replacement of the pedestrian boardwalk between North Bayshore Drive and Philippe Park Drive; and

WHEREAS, the original Agreement provided for funding participation by the CITY and the COUNTY; and

WHEREAS, the CITY has accepted the PROJECT design and width of the sidewalk and bridge, and

WHEREAS, the COUNTY intends to increase their funding participation in this project.

NOW THEREFORE, in consideration of the above and the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all parties, it is hereby agreed to amend the agreement as follows:

1. SECTION 2, SERVICES TO BE PROVIDED BY THE CITY shall be amended to add the following:
  - The CITY shall provide financial assistance to the COUNTY in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the construction of the PROJECT.
2. SECTION 3, SERVICES TO BE PROVIDED BY THE COUNTY shall be amended to add the following:
  - The COUNTY has completed the design of the PROJECT and expended of

its own funds approximately \$210,000 on design, survey, and project management.


- The COUNTY has received bids on the PROJECT and the lowest responsive, responsible bid is \$484,717.00.
  - The COUNTY shall manage construction, and inspection of the PROJECT.
  - The COUNTY shall provide all remaining funding necessary to support the PROJECT with funds from Deepwater Horizon Settlement and Local Infrastructure Sales Tax (Penny for Pinellas).
3. SECTION 4, PROJECT FUNDING shall be amended and replaced in its entirety with the following:
- The CITY has provided Fifty Thousand (\$50,000) of their total participation amount.
  - The CITY shall provide the remainder of their financial participation, Two Hundred Thousand Dollars (\$200,000), upon the COUNTY'S request.
  - The COUNTY shall provide all remaining funding support for the PROJECT.
4. SECTION 6, TERM shall be amended and replaced with the following:
- This Amendment to the Agreement will become effective upon the date of approval and shall remain in effect until December 31, 2020 or the PROJECT'S completion and final acceptance.
5. This Amendment to the Agreement shall, with the original Agreement, embody the whole Agreement between the parties. All other terms of the Agreement shall remain in effect unless and until further modified in writing and executed by all parties.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Amendment No. 1 as of the date first above written.

CITY OF SAFETY HARBOR,  
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

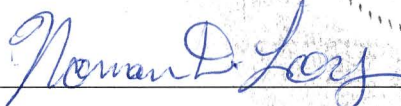
By:   
Matthew Spoor  
City Manager

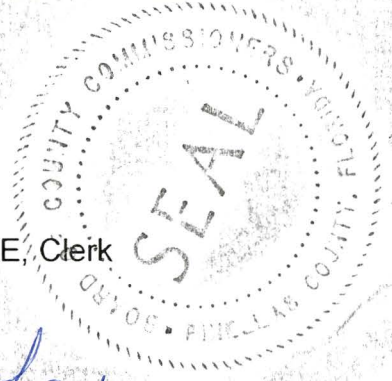
By:   
Karen Williams Seel  
Chairman

ATTEST:

ATTEST: KEN BURKE, Clerk

By:   
City Clerk

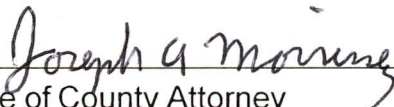
By:   
Deputy Clerk  
(Seal)



APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
Office of City Attorney

By:   
Office of County Attorney