

**SECOND AMENDMENT TO  
SPECIFIC PERFORMANCE AGREEMENT  
WITH PINELLAS SUNCOAST TRANSIT AUTHORITY (CD17PSTA)**

THIS AMENDMENT (AMENDMENT) is made and entered into this 13 day of May, 2019, by and between **Pinellas County (COUNTY)**, a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **Pinellas Suncoast Transit Authority (AUTHORITY)**, an independent special district, having its principal office at 3201 Scherer Drive, St. Petersburg, Florida 33716:

WITNESSETH:

WHEREAS, the **COUNTY** entered into Specific Performance Agreement **CD17PSTA** (AGREEMENT) with **AUTHORITY** to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$68,310.00 (Sixty-Eight Thousand, Three Hundred Ten and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds for the purchase and installation or replacement of bus shelters in the publicly dedicated rights-of-way in the Central Lealman, East Lealman and Tarpon Springs Target Areas and the Greater Ridgecrest Neighborhood Revitalization Strategy Area; and

WHEREAS, the **COUNTY** and the **AUTHORITY** executed a First Amendment to Specific Performance Agreement CD17PSTA to amend the project description and extend the term of the AGREEMENT; and

WHEREAS, one identified proposed bus shelter stop in the AGREEMENT is no longer feasible due to a road widening project and the **AUTHORITY** has proposed an alternate bus shelter stop; and

WHEREAS, design, permitting and construction of the new alternate stop will require additional time beyond the AGREEMENT's current expiration date; and

WHEREAS, the **AUTHORITY** will not otherwise be able to complete the project before the AGREEMENT expiration date; and

WHEREAS, the **AUTHORITY** has requested and the **COUNTY** has agreed to amend the project description and extend the term of the AGREEMENT to **September 30, 2019**.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, understandings, undertakings, representations and promises, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this AMENDMENT, and further covenant and agree as follows:

1. That Section 1. PROJECT DESCRIPTION, subsection a), shall be deleted and replaced with the following:

**1. PROJECT DESCRIPTION**

a) **AUTHORITY** shall contract for the purchase and installation or replacement of bus shelters, including ADA landing pads, shelter pads, trash cans, bike racks, map boards, benches and photovoltaic lighting

systems; hereinafter referred to as "PROJECT." **COUNTY** shall provide funding for PROJECT to **AUTHORITY** under this AGREEMENT for bus shelters in the publicly dedicated rights-of-way at the following locations:

**Central and East Lealman Target Areas**

- Stop ID# 2278 – 49<sup>th</sup> Street North and 42<sup>nd</sup> Avenue North (east side of 49<sup>th</sup> St)
- Stop ID# 2290 – 49<sup>th</sup> Street North and 42<sup>nd</sup> Avenue North (west side of 49<sup>th</sup> St)
- Stop ID# 2585 – 49<sup>th</sup> Street North and 58<sup>th</sup> Avenue North (west side of 49<sup>th</sup> St)
- Stop ID# 2527 – 28<sup>th</sup> Street North and 54<sup>th</sup> Avenue North (east side of 28<sup>th</sup> St)
- Stop ID# 2642 – 27<sup>th</sup> Street North and 62<sup>nd</sup> Avenue North (north side of 62<sup>nd</sup>)

**Greater Ridgcrest Neighborhood Revitalization Strategy Area**

- Stop ID# 3748 – Ulmerton Road and 119<sup>th</sup> Street (south side of Ulmerton Rd)
- Stop ID# 3629 – Ulmerton Road and 130<sup>th</sup> Avenue (south east side of Ulmerton Rd)

**Tarpon Springs Target Area**

- Stop ID# 6524 – US HWY 19 North and Federal Place (west side of US 19)

2. That Section 4. TERM OF AGREEMENT; EFFECTIVE DATE, shall be deleted and replaced with the following:

**4. TERM OF AGREEMENT; EFFECTIVE DATE**

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. This AGREEMENT is effective on **October 1, 2017**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2019**, or until **COUNTY'S** full and complete disbursement of funding to **AUTHORITY**, whichever comes first. **AUTHORITY** may use the funds provided herein to cover eligible Project expenses incurred by the **AUTHORITY** between **October 1, 2017** and **September 30, 2019**.

3. That Section 6. SPECIFIC GRANT INFORMATION subsection (e), shall be deleted and replaced with the following:

**6. SPECIFIC GRANT INFORMATION**

(e)	Subaward Period of Performance Start and End Date	October 1, 2017 – September 30, 2019
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4. Except as modified by this AMENDMENT, the remaining terms and conditions of the AGREEMENT shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

\*Note: Two witnesses are required\*

**ATTEST:**

Della Klug  
\_\_\_\_\_  
Witness #1 Signature

Della Klug  
\_\_\_\_\_  
Print or Type Name

S/Christine Covais  
\_\_\_\_\_  
Witness #2 Signature

Christine Covais  
\_\_\_\_\_  
Print or Type Name

**PINELLAS COUNTY, FLORIDA**  
a political subdivision, by and through its  
County Administrator

By:   
\_\_\_\_\_  
Barry A. Burton, County Administrator

Date: May 13, 2019

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:   
\_\_\_\_\_  
Chelsea D. Hardy, Assistant County Attorney

**ATTEST:**

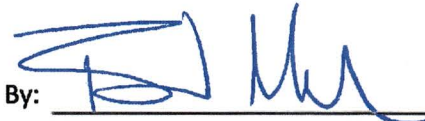
  
\_\_\_\_\_  
Witness #1 Signature

Rachael Cappolla  
\_\_\_\_\_  
Print or Type Name

  
\_\_\_\_\_  
Witness #2 Signature

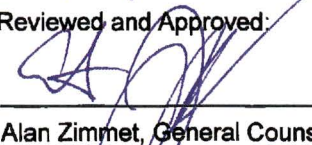
Clarissa Affeld  
\_\_\_\_\_  
Print or Type Name

**AUTHORITY: Pinellas Suncoast Transit Authority**

By:   
\_\_\_\_\_  
Signature

Brad Miller, CEO  
\_\_\_\_\_  
Name/Title

Date: 4/24/19

Reviewed and Approved:  
  
\_\_\_\_\_  
Alan Zimmet, General Counsel