

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
JOE'S CREEK MODEL UPDATE, ALTERNATIVES ANALYSIS AND FEASIBILITY STUDY
(Q196)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and PINELLAS COUNTY, a political subdivision of the State of Florida, having an address of 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2020 (Agreement No. 21CF0003357), hereinafter referred to as the "Existing Agreement," to refine the existing watershed model, provide more detail for water quality, natural systems and flood protection benefits, project costs, property rights/acquisition needs, and permitting/mitigation requirements for proposed BMPs; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the DISTRICT'S Contract Manager and the COOPERATOR'S Project Manager, decrease PROJECT funding and modify the Project Budget, extend the contract period and modify the Project Schedule, 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 hereby mutually agree to amend the Existing Agreement as follows:

1. The Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Contract Manager with Esther Leong, P.E., 7601 US 301 North, Tampa, Florida 33637, and the COOPERATOR'S Project Manager with Yi Thierry Ku.
2. The first paragraph of the Funding Paragraph is hereby amended to decrease PROJECT funding by Fifty-Eight Thousand Dollars (\$58,000), replaced in its entirety with the following:

The parties anticipate that the total cost of the PROJECT will be Six Hundred Sixty-Two Thousand Dollars (\$662,000) (Board-Approved Project Amount). The DISTRICT'S maximum funding amount is Three Hundred Thirty-One Thousand Dollars (\$331,000). The COOPERATOR'S funding match is Three Hundred Thirty-One Thousand Dollars (\$331,000) and cannot include state or federal appropriations, or grant monies, as

provided in Subparagraph 3. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3. Subparagraph 2 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

4. Subparagraph 3 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR'S funding match is based on the 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 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. This Subparagraph shall survive the expiration or termination of this Agreement.

5. Subparagraph 9 of the Funding Paragraph is hereby replaced in its entirety with the following:

Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said 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. 21CF0003357), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures. The Cooperator received a total of \$__ in federal or state appropriations, or grant monies, for the Project and \$__ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$__ / \$__ respectively."

6. New Subparagraph 10 of the Funding Paragraph is hereby added as follows:

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 anticipated total cost of the PROJECT for contingency reimbursement. The DISTRICT'S total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the COOPERATOR shall complete and submit the Contingency Funds Justification form Exhibit "C", attached hereto and made a part of this Agreement, to explain the basis of each line item expenditure.

- 7. The Contract Period Paragraph is hereby amended to extend the expiration date of January 31, 2024 to March 31, 2025.
- 8. The Diversity in Contracting and Subcontracting Paragraph is hereby amended to delete Subparagraphs 1 and 2.
- 9. The Documents Paragraph is hereby replaced in its entirety with the following:

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", then to Exhibit "C".

- Exhibit "A" Project Plan
- Exhibit "C" Contingency Funds Justification Form

- 10. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Model Refinement	10/26/2022	10/22/2023
Draft Preliminary Engineering Report	10/18/2022	12/20/2023
Final Preliminary Engineering Report	01/31/2024	04/15/2024

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

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Model Refinement	\$111,000	\$111,000	\$222,000
Draft Preliminary Engineering Report	\$150,000	\$150,000	\$300,000
Final Preliminary Engineering Report	\$70,000	\$70,000	\$140,000
TOTAL	\$331,000	\$331,000	\$662,000

12. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: *Scott Letasi* 1/26/24
Scott Letasi, P.E., PMP Date
Bureau Chief, Engineering and Project Management

PINELLAS COUNTY

By: *Barry Burton* January 19, 2024
Barry Burton Date
Name: County Administrator
Title: Authorized Signatory

APPROVED AS TO FORM

By: *Brendan Mackesey*
Office of the County Attorney

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Cooperative Funding Construction Contingency Justification
Submit ONE form per contingency line item requested for District
reimbursement

Project Name:

District Project Number:

Cooperator:

Contract Number:

Contingency Request Number:

Awarded Construction Contract Total (\$):

Contingency Amount Requested (\$):

Cumulative Contingency Amount Authorized to date (\$):

Total Cumulative Contract Price Including this Request (\$):

Maximum contingency eligible for reimbursement (\$):

up to 5% (2.5% District portion)

Contingency Request Description:

Contingency Line Item Justification¹:

Cooperative Funding Resource Benefit²:

Cost/Negotiation Description³:

I hereby certify that this contingency request is necessary for the resource benefit required under the cooperative agreement and scope and costs were negotiated in good faith.

Contract Manager or Engineer of Record

Date

¹ Justification must document the need for the contingency line item, the circumstances under which the need was discovered, and why the item was not included within the original project scope. The District may deny reimbursement for additional costs due to design errors, rework and defects in the work.

² Describe why the contingency line item is needed to fulfill the resource benefit required under the cooperative agreement.

³ Costs need to be justified and demonstrated to be reasonable. Provide unit price comparison, or recent competitive cost proposals, RS Means or FDOT cost data. Attach backup documentation. If no price comparisons or competitive quotes can be provided, a certification from the Engineer of Record or appropriate Professional Engineer stating that the cost is reasonable may be considered. The certification method is not preferred and will require justification that other methods were not available.

Certificate Of Completion

Envelope Id: 80AF3D23E4604978BA114EC0901950A1
 Subject: Complete with DocuSign: 21CF0003357 Amendment 1.pdf
 Source Envelope:
 Document Pages: 7 Signatures: 0
 Certificate Pages: 4 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Meagan Finneran
 2379 Broad Street
 Brooksville, FL 34604
 meagan.finneran@swfwmd.state.fl.us
 IP Address: 204.76.240.236

Record Tracking

Status: Original Holder: Meagan Finneran Location: DocuSign
 11/29/2023 12:00:14 PM meagan.finneran@swfwmd.state.fl.us

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Stephanie Pissarides SRPissarides@co.pinellas.fl.us Security Level: Email, Account Authentication (None)	VIEWED	Sent: 11/29/2023 12:02:53 PM Viewed: 11/30/2023 10:19:27 AM
Using IP Address: 47.205.146.109		

Electronic Record and Signature Disclosure:
 Accepted: 11/30/2023 10:19:27 AM
 ID: 9559eaa9-7562-4523-8bea-016f5d6b57f0

Carbon Copy Events	Status	Timestamp
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Esther Leong Esther.Leong@swfwmd.state.fl.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 10:19:27 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lisa Laupert Lisa.Laupert@swfwmd.state.fl.us Southwest Florida Water Management District Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 10:19:28 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nicole Mytyk nicole.mytyk@swfwmd.state.fl.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 10:19:28 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/29/2023 12:02:53 PM
Certified Delivered	Security Checked	11/30/2023 10:19:27 AM
Completed	Security Checked	11/30/2023 10:19:28 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.