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AGREEMENT TO REINSTATE AND EXTEND AGREEMENT

THIS AGREEMENT TO REINSTATE AND EXTEND AGREEMENT ("Second Agreement") is made and entered into this 18TH day of January 2022 (the "Effective Date") by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the CITY OF SAFETY HARBOR, FLORIDA, a municipal corporation within said Pinellas County hereinafter referred to as "CITY", to supplement, reinstate, and extend that certain Agreement between COUNTY and CITY dated November 10, 2015 (the "Agreement").

WITNESSETH:

WHEREAS, all capitalized terms used in this Second Agreement shall have the meaning assigned in the Agreement unless otherwise defined herein; and

WHEREAS, the COUNTY and the CITY have previously contracted for the sale and purchase of potable water to serve customers in the CITY's water service area with the Agreement; and

WHEREAS, section 19 of the Agreement provides for a five (5) year term following the date of the Agreement's execution, November 10, 2015, terminating the Agreement on November 10, 2020; and

WHEREAS, the Parties' performance of the Agreement continued as to the Effective Date of this Second Agreement and the COUNTY and the CITY desire to correct this inadvertent lapse by adopting, ratifying, renewing, and reinstating and extending the term of the Agreement on the same terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the CITY and the COUNTY agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.

2. **Reinstatement of Agreement.** The Agreement is hereby reinstated and shall continue in force and effective as from the original effective date, and accordingly the Agreement is renewed, reinstated, and extended for an additional term as from that date and will continue in effect for an additional period of ten (10) years from the date recorded above as the Effective Date of this document.

3. **Effect of Second Agreement.** Except as changed or modified herein, all provisions and conditions of the Agreement and any amendments thereto shall remain in full force and effect. To the extent that this Second Agreement conflicts with the Agreement, the provisions of this Second Agreement shall govern.

4. **Miscellaneous.** Nothing contained in this Second Agreement, or the Agreement, shall be construed as obligating the CITY to provide extraterritorial water service in any manner contrary to its codes and ordinances. This Second Agreement and the Agreement are entered into solely for the benefit of the Parties and shall not be construed as enforceable by any third parties, including but not limited to the general public. Each Party to this Second Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Second Agreement; (ii) each person executing this Second Agreement on behalf of a Party is authorized to do so; and (iii) this Second Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties herein have executed this Second Agreement as of the Effective Date.

Approved as to form:

City Attorney

Attest:

City Clerk

CITY OF SAFETY HARBOR

[City Manager/Mayor]

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

Print Name: Charlie Justice

Title: Chairman

APPROVED AS TO FORM

By: *Miles Belknap*

Office of the County Attorney

ATTEST: KEN BURKE, CLERK

By: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA