

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY AND THE CITY OF NEW PORT
RICHEY FOR THE DESIGN AND PERMITTING OF THE CR 595 (GRAND
BOULEVARD) BRIDGE OVER THE PITHLACHASCOTEE RIVER
(BRIDGE NO. 140050) REPLACEMENT PROJECT**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("FIRST AMENDMENT") is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF NEW PORT RICHEY, a political subdivision of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement (AGREEMENT) on August 24, 2021, for the design and permitting of CR 595 (Grand Boulevard) Bridge over the Pithlachascotee River (Bridge No. 140050), and the CITY has requested the COUNTY increase the elevation of the bridge replacement at the CITY's expense; and

WHEREAS, a FIRST AMENDMENT to the AGREEMENT is needed to clarify the COUNTY and CITY's contribution for the PROJECT and the expiration date; and

WHEREAS, the COUNTY and the CITY shall act in accordance with the AGREEMENT as amended by this FIRST AMENDMENT.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions herein, the COUNTY and CITY agree as follows:

1. The AGREEMENT shall remain in full force and effect, except as specifically amended by this FIRST AMENDMENT.
2. Section 5. **PAYMENT**, is deleted in its entirety and replaced with the following:
 - (1) The Total Estimated PROJECT Cost is one million twenty-three thousand six hundred fifteen dollars and zero cents (\$1,023,615.00).
 - (2) Based on the engineer's cost estimate, the COUNTY'S total estimated share of the PROJECT cost is eight hundred sixty-nine thousand and seventy-three dollars and zero cents (\$869,073.00), and the CITY'S total estimated share of the cost to design and permit the increase in the elevation of the bridge is one hundred fifty-four thousand five hundred forty-two dollars and zero cents (\$154,542.00) ("Project Cost Estimate"). The CITY has agreed to pay one hundred percent (100%) of the design and permitting costs to increase the elevation of the bridge, as such costs are determined by the County's selected design consultant.
 - (3) The COUNTY will notify the CITY if the final selected consultant quote for the PROJECT exceeds the Project Cost Estimate, or if the CITY'S share of the cost exceeds one hundred fifty-four thousand five hundred forty-two dollars and zero cents (\$154,542.00). Within ten (10) days of such notice the CITY may elect to notify the COUNTY of its intent to terminate this Interlocal Agreement as provided

in Section 7. Absent such notice within the timeframe specified, the CITY's agreement to the CITY's share of the cost in the final selected consultant quote will be presumed and the PROJECT will proceed. Upon the COUNTY'S award of the PROJECT, the CITY will be obligated to compensate the COUNTY for the cost to design and permit the increase to the elevation of the bridge in the following manner:

- a) A payment in the amount of fifty thousand dollars and zero cents (\$54,542.00) will be due and payable to the COUNTY within thirty (30) days of the award of design and permitting contract for the PROJECT; and
 - b) The COUNTY will submit an invoice to the CITY for the final payment of the amount owed for the actual cost to design and permit the increase to the elevation of the bridge. This payment will be due and payable to the COUNTY within thirty (30) days of notification by the County Engineer or his/her designee of the completion of the Design Plans.
- (4) The County will ensure that the CITY is notified of any proposed change order(s) and be provided with details/justification for any increased cost for the design and permitting of the increase in elevation of the bridge prior to processing any proposed PROJECT change order(s) that will result in an increase of more than ten percent (10%) of the contract award amount, or that will result in an increase of more than ten percent (10%) of the CITY's share of the costs. The CITY shall provide any objections in writing with regards to the proposed Change Order within seven (7) days of such notification from the COUNTY or the agreement will be presumed. Should the COUNTY and the CITY not be able to reach a mutual agreement with respect to change orders after the issuance of a Notice to Proceed for the PROJECT, or elect to terminate this Agreement prior to completion of the PROJECT, then the CITY agrees to pay the costs incurred by the COUNTY for Work relating to the design and permitting of the increase in the elevation of the bridge, up to and until the date of written notice from the CITY of its election to terminate its participation in the completion of the PROJECT. Any such payment shall become due and payable to the COUNTY within forty-five (45) calendar days after the date of the CITY'S receipt of the COUNTY'S request for payment. Should the CITY make such election, the COUNTY reserves the right to modify the scope of the PROJECT, as deemed necessary by the COUNTY.

3. Section 6. **NOTICE** is amended to specify that Pasco County notices shall be delivered, served, or given to:

Michael J. Carballa
County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 350
New Port Richey, FL 34654

4. Section 9. **RECORDING AND EFFECTIVE DATE** is deleted in its entirety and replaced with the following:

The Interlocal Agreement and any subsequent modification hereto, shall be effective upon signing by both of the parties and recording with the COUNTY Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes and shall continue until June 30, 2025, or the date of the COUNTY's receipt of final payment from the CITY, whichever is later.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have caused this FIRST AMENDMENT to be duly executed the day and year last written below.

BY: _____
Alfred C. Davis, Mayor
City of New Port Richey

BY: _____
Jack Mariano
Chairman
Board of County Commissioners
Pasco County

DATE: _____

DATE: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

BY: _____
Judy Meyers, City Clerk
City of New Port Richey

BY: _____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk and Comptroller

DATE: _____

DATE: _____

BY: _____
Legal Review
City of New Port Richey

DATE: _____