Second Amendment to Clearwater Undergrounding of Electric Utilities Project Interlocal Agreement

THIS Second Amendment to Clearwater Undergrounding of Electric Utilities Project Interlocal Agreement ("First Amendment") is made and entered into on this ____ day of _____, 2026, by and between the CITY OF CLEARWATER, a political subdivision of the State of Florida ("the City") and the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district created by Chapter 2000-424, as amended, ("PSTA") (collectively the "Parties"), and amends that certain Clearwater Undergrounding of Electric Utilities Project Interlocal Agreement entered into by the Parties on March 20, 2025 ("Interlocal Agreement") and amended November 26, 2025.

WHEREAS, the Parties entered into the Interlocal Agreement to provide for the funding and management of the undergrounding of electric utilities project to be undertaken by Duke Energy pursuant to an agreement with the City: and

WHEREAS, the Interlocal Agreement provides that PSTA's share of the total cost of the Project will be 25% or $167,858.00; and

WHEREAS, Duke Energy has identified additional undergrounding work required to connect CSX equipment; and

WHEREAS, PSTA's proportionate share of this additional work is $14,967.49; and

WHEREAS, to complete the full undergrounding of all above ground utilities, including private communication lines on the Duke-owned power poles, these joint user firms, including Frontier, WOW!, Spectrum and Lumen, provided cost to undergroundi the remaining lines of $444,778.76; and

WHEREAS, the Interlocal Agreement contemplated inclusion of private communication work in the Project with same cost sharing; and

WHEREAS, the Interlocal Agreement provides that PSTA's share of the cost of the private communication lines portion of the Project will be 25% or $111,194.69; and

WHEREAS, the Parties wish to amend the Interlocal Agreement to provide for this additional contribution by PSTA.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are adopted as an integral part of this Second Amendment), the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the City and PSTA agree as follows:

1. Section 3 of the Interlocal Agreement is amended to add the following provision:

In addition to the amount provided elsewhere in this Section, PSTA shall contribute $14, 967.49 towards the cost of additional undergrounding work necessary to connect CSX equipment. PSTA shall make this contribution to the City within thirty (30) days of the Effective Date of the First Amendment.

2. All terms not defined in this First Amendment shall have the same meaning as provided in the Interlocal Agreement.

3. All other terms of the Interlocal Agreement shall apply to the additional undergrounding work necessary to connect CSX equipment. Additionally, all other terms of the Interlocal Agreement not amended by this First Amendment shall remain in full force and effect.

4. This Second Amendment shall become effective on the Effective Date.

5. PSTA shall file a copy of this Second Amendment with the Clerk of the Court in and for Pinellas County, Florida and this Second Amendment shall be effective on the date of such filing ("Effective Date").

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date and year first above written.

CITY OF CLEARWATER, FLORIDA

BY:_____
Bruce Rector, as its Mayor

ATTEST:

_____
Rosemary Call, City Clerk

(SEAL)

Approved as to Form:

_____
Melissa Isabel, Senior Assistant City Attorney

PINELLAS SUNCOAST TRANSIT AUTHORITY

By:_____
Brad Miller, as its Chief Executive Officer

ATTEST: Approved as to Form:

_____ _____

Rachael Cappolla, Executive Assistant Alan S. Zimmet, General Counsel