

**REIMBURSEMENT AGREEMENT
BETWEEN POLK COUNTY AND CITY OF LAKELAND
FOR RELOCATION OF CITY'S FACILITIES
FOR THE WEST PIPKIN ROAD WIDENING PROJECT
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 ("Amendment #1") is made and entered by and between the City of Lakeland, an incorporated municipality located in Polk County and incorporated under the laws of the State of Florida ("**CITY**"), and Polk County, Florida, a political subdivision of the State of Florida ("**COUNTY**"). The COUNTY and CITY shall collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain Reimbursement Agreement ("Agreement") effective on July 6, 2021; and

WHEREAS, the Agreement mentioned that the CITY will complete the relocation of its facilities within 300 days of the effective date, which was on May 1, 2022; and

WHEREAS, to date the CITY has not yet completed the relocation of its facilities; and

WHEREAS, the CITY and the COUNTY have agreed that an additional 300 days will be sufficient for the CITY to complete the relocation of its facilities.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.
2. Section 2, The Relocations, is hereby deleted in its entirety and replaced with the following:

THE RELOCATIONS. The **CITY** will design and perform the relocation of its facilities within the **COUNTY's** right-of-way within the construction area of the West Pipkin Road Widening Project. The **CITY** will complete the relocation of its facilities within 600 days of the Effective Date.

3. Section 3, Reimbursement, is hereby deleted in its entirety and replaced with the following:

COUNTY agrees to reimburse **CITY** up to \$ 3,310,000.00 for said relocations upon presentation of invoices reflecting the actual costs for such work, in addition to a mark-up of fifteen percent (15%) for administrative costs for such work. Should the costs (actual and administrative) exceed the \$ 3,310,000.00 estimate, the parties agree an amendment to this Agreement will be prepared to include

the additional reasonable costs. Upon completion of **CITY's** work, **COUNTY** shall deliver final payment to the **CITY**.

4. The Agreement, except as otherwise amended by this Amendment #1, continues in full force and effect.
5. This Amendment #1 shall become effective on the day the last Party executes it.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Amendment #1 on the date indicated below.

ATTEST:
Stacy M. Butterfield
Clerk of the Circuit Court

POLK COUNTY

BY: _____
Deputy Clerk

BY: _____
Chairperson
Board of County Commissioners

DATE: _____

Approved as to form and legal sufficiency:

Cezar W. Van 3/2/23
County Attorney's Office Date

ATTEST:

CITY OF LAKE LAND

BY: _____
Kelly S. Koos, City Clerk

BY: _____
William H. Mutz, Mayor

DATE: _____

Approved as to form and legal sufficiency:

Palmer C. Davis, City Attorney Date

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Elizabeth Voss
(CHECK ONE) Sandi Howard

✓

OK

RECEIVED

MAR - 3 2023

ROADS & DRAINAGE DIVISION

FROM: Doug Gable, PE, 535-2285
(Name and Phone Number)

DATE: 3/2/23

RETURN TO: Doug Gable, PE

DIVISION: Roads & Drainage (TR02)

BOARD AGENDA DATE: 3/21/23

COUNTY MANAGER ITEM: ☐

PROJECT: West Pipkin Rd Widening Project

CSA/CONTRACT NUMBER: _____

MODIFICATION NUMBER: _____

CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: Amendment No. 1 to Reimbursement Agreement

NAME OF CONSULTANT/CONTRACTOR: City of Lakeland

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

For CAO Use Only:

Assigned Staff:

E. VOSS

Log-In Date:

3/2/23

CAO Project Number:

23-108

Log-Out Date:

3/2/23