

SECOND AMENDMENT
AND REINSTATED AGREEMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
KLOSTERMAN BAYOU WATERSHED MANAGEMENT PLAN (Q083)

This AMENDMENT effective December 31, 2025, 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 the PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 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, 2019, as amended July 17, 2023 (Agreement No. 20CF0002707), that expired on December 31, 2025, hereinafter referred to as the "Existing Agreement," for a Watershed Management Plan (WMP) for the Klosterman Bayou watershed in Pinellas County, through and including Watershed Evaluation, Floodplain Analysis, Level of Service (LOS) Determination, Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) Alternative Analysis; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to 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. Except as otherwise provided herein, the terms, covenants and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The first paragraph of the Funding Paragraph is hereby replaced in its entirety with the following:

The parties anticipate that the total cost of the PROJECT will be Three Hundred Thousand Dollars (\$300,000) (Initial Board-Approved Project Amount). The DISTRICT'S maximum funding amount is One Hundred Fifty Dollars (\$150,000). The COOPERATOR'S funding match is One Hundred Fifty Dollars (\$150,000) 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 3 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR'S funding match is based on the Initial 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 Initial 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. If the DISTRICT provides funding for the PROJECT in excess of the amount required by this Agreement, after all state or federal appropriations, or grants monies have been applied, the COOPERATOR will promptly refund such overpaid amounts to the DISTRICT. This Subparagraph shall survive the expiration or termination of this Agreement.

4. Subparagraph 8 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. 20CF0002707), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

As set forth in this Agreement, the Initial Board-Approved Project Amount is \$300,000. The Cooperator expects the total Project cost to be _____. The Cooperator received a total of \$__ in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with subparagraph 3 of the Funding Paragraph: 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.”

5. Subparagraph 10 of the Funding Paragraph is hereby replaced in its entirety with the following:

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 Initial Board-Approved Project Amount for contingency reimbursement. The DISTRICT'S total reimbursement obligation of contingency expenses is limited to its funding percentage of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the COOPERATOR shall complete and submit the Contingency Funds Justification Form attached as an exhibit to explain the basis of each line item expenditure.

6. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2025 to June 30, 2026.
7. The Project Schedule table set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
1.1 Procurement	10/01/2019	01/12/2021
2.1 Project Development	01/12/2021	03/31/2021
2.2 Watershed Evaluation	03/31/2021	04/30/2023
2.3 Floodplain Analysis	08/01/2022	04/30/2025
2.4 Alternatives Analysis – FPLOS BMP Alternatives Analysis	04/30/2025	04/30/2026
2.5 Alternatives Analysis – SWRA & BMPs of Water Quality	04/30/2025	04/30/2026

8. 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 AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Scott Letasi, P.E., PMP Date
Bureau Chief, Engineering and Project Management

PINELLAS COUNTY

By: Barry Burton July 17, 2026
Date
Name: Barry Burton
Title: County Administrator
Authorized Signatory

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