

***PINELLAS COUNTY PUBLIC WORKS MANAGES ENVIRONMENTAL, STORMWATER, AND
TRANSPORTATION SYSTEMS TO PROVIDE A SAFE SUSTAINABLE, AND VIBRANT COMMUNITY
FOR THE PEOPLE OF PINELLAS COUNTY***



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY MONITORING AND ASSESSMENT**

FDOT Contract No. ASJ49

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT**

May 2025

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY MONITORING**

This FIRST AMENDMENT (hereinafter this "First Amendment") TO THE INTERLOCAL AGREEMENT FOR WATER QUALITY MONITORING (hereinafter the "Interlocal Agreement"), is entered into this 9 day of June, 2025, between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (hereinafter "DEPARTMENT"); collectively the COUNTY and DEPARTMENT are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES entered into an Interlocal Agreement for Water Quality Monitoring and Assessment on December 3, 2020; and

WHEREAS, the Original Interlocal Agreement expires upon DEPARTMENT paying in full the invoice for DEPARTMENT Fiscal Year 2025 (which ends June 30, 2025); and

WHEREAS, the PARTIES wish to extend the term of the Original Interlocal Agreement for an additional five (5) years; and

WHEREAS, the PARTIES agree to DEPARTMENT'S financial contribution of \$40,000 per year to the Assessment Program for DEPARTMENT Fiscal Years 2026, 2027, 2028, 2029, and 2030; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") NPDES MS4 Permit FLS000005 ("MS4 Permit") is still in effect as the COUNTY submitted an MS4 Permit re-application with the Cycle 4 Year 4 Annual Report to FDEP on February 28, 2023, and pursuant to Rule 62-624.420, F.A.C., the existing MS4 Permit "shall not expire until the [FDEP] has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court" when the renewal application is "timely and sufficient"; and

WHEREAS, the PARTIES wish to update the contact information in SECTION 4.

NOW THEREFORE, the Original Interlocal Agreement is amended as follows:

1. SECTION 3 (DEPARTMENT COST CONTRIBUTION) is hereby deleted in its entirety and replaced with the following:

"For its performance under this Agreement, the COUNTY shall be paid a \$40,000 yearly fee by the DEPARTMENT for services provided during the term of this Agreement. Each County invoice shall include a breakdown of operating, labor, and laboratory analyses costs with the water quality data reports. Further invoicing terms and conditions are outlined in the DEPARTMENT'S Standard Financial Provisions, which are attached as Exhibit B hereto."

2. Contact information for COUNTY and DEPARTMENT in SECTION 4 (NOTICE) is amended as follows:

COUNTY:

Mr. Joseph Scott Thames Jr.
Environmental Compliance Manager
Pinellas County Division of
Environmental Management
Dept. of Public Works
22211 U.S. Hwy. 19 N. Bldg. 10
Clearwater, FL 33765
(727) 464-3946
jthames@pinellas.gov

DEPARTMENT:

Mr. James Scott Stevens
Maintenance Environmental Coordinator
FDOT District Seven, M.S. 1200
11201 N. McKinley Drive
Tampa, FL 33612
(813) 975-6639
JamesScott.Stevens@dot.state.fl.us

All other provisions of SECTION 4 remain unchanged.

3. The term of the Original Interlocal Agreement, as stated in SECTION 5 (AGREEMENT TERM), is extended an additional five (5) years and will remain in effect until DEPARTMENT pays in full the invoice for DEPARTMENT Fiscal Year 2030 (which ends June 30, 2030).
4. This First Amendment will be effective upon execution by both parties and filing with the Clerk of the Circuit Court of Pinellas County pursuant to F.S. § 163.01(11).
5. All other provisions and conditions of the Original Interlocal Agreement shall remain in full force and effect.

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**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY MONITORING**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed
on the day and year first above written.

PINELLAS COUNTY, by and through its
County Administrator

By: 
Barry A. Burton, County Administrator

FLORIDA DEPT. OF TRANSPORTATION

By: 
(Name/Title):

Attest: 
(Name/Title):

APPROVED AS TO FORM:

APPROVED AS TO FORM
By: Yardley M. Collett
Office of the County Attorney
By: _____
Office of County Attorney

LEGAL REVIEW (if required):

By: 

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASJ49

5/20/2025

CONTRACT INFORMATION

Contract:	ASJ49
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	PINELLAS COUNTY
Vendor ID:	F596000800218
Beginning Date of This Agreement:	12/03/2020
Ending Date of This Agreement:	07/01/2025
Contract Total/Budgetary Ceiling:	ct = \$240,000.00
Description:	Water Quality Management

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/20/2025

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55074040710
Expansion Option:	A4
Object Code:	131300
Amount:	\$40,000.00
Financial Project:	25944617220
Work Activity (FCT):	498
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088712/25
Amendment ID:	S006
Sequence:	00
User Assigned ID:	001
Enc Line (6s)/Status:	0007/04

Total Amount: \$40,000.00