

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO
PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE,
COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND
SOUND MANAGEMENT OF PUBLIC RESOURCES,
TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS
TODAY AND TOMORROW***



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

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
NATURAL RESOURCES DIVISION**

SEPTEMBER 2015

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

This FIRST AMENDMENT, entered into on the 2nd day of December 2015, between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", whose address is 315 Court Street, Clearwater, FL 33756, and the Florida Department of Transportation District VII, hereinafter referred to as the "DEPARTMENT", whose address is 11201 North McKinley Drive, Tampa, FL 33612.

WITNESSETH, that:

WHEREAS, the COUNTY and the DEPARTMENT entered into an agreement dated August 28, 2015 (the "Agreement") providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program using COUNTY staff and equipment, as set forth in detail in "Exhibit A – Scope of Services" of the Agreement; and

WHEREAS, the COUNTY and the DEPARTMENT wish to clarify the Agreement's precedence over a prior, similar agreement entered into between the COUNTY and the DEPARTMENT.

NOW THEREFORE, in consideration of mutual covenants hereafter set forth, the parties hereto mutually agree to amend the Agreement as follows:

- A. SECTION 3. TERM OF AGREEMENT is replaced in its entirety with the following language:

This Agreement shall become effective upon execution by both parties and shall expire on October 1, 2020 unless sooner terminated in accordance with this Agreement. This Agreement shall supersede Contract AL938/FM 25944617201 entered into on June 27, 2002 and as subsequently amended.

- B. SECTION 15. MODIFICATIONS is replaced in its entirety with the following language:

This Agreement and the duly executed First Amendment thereto constitute the whole agreement of the parties. Other than this Agreement and the First Amendment, there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be further amended or extended by a written instrument executed by the COUNTY and the DEPARTMENT expressly for that purpose.

- C. Except as modified, amended or changed in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals as the day and year first above written.

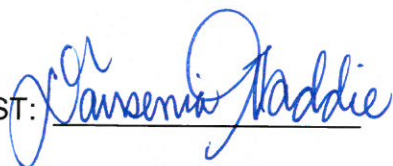
FLORIDA DEPT. OF TRANSPORTATION PINELLAS COUNTY, by and through its County Administrator

By: 

Title DIRECTOR OF OPERATIONS

By: 

Mark Woodard
County Administrator

ATTEST: 

Witness: s/Della Klug

Legal Review:

APPROVED AS TO FORM:

By FDOT: 

By: Brendan Mackesey
Office of County Attorney