

**AMENDMENT NO. 1
TO AGREEMENT NO. RT001
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PINELLAS COUNTY**

This Amendment to Agreement No. RT001 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Pinellas County, 14 S. Ft. Harrison Ave., Clearwater, Florida 33756 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Biological Debris Removal associated with Red Tides within Pinellas County, effective July 19, 2021;

WHEREAS, the parties wish to amend the Agreement as set herein;

NOW THEREFORE, the parties agree as follows:

- 1) This Agreement has been extended an additional 90 days for a total of 180 days.
- 2) The total amount of funding of the Agreement is increased to \$3,000,000.
- 3) The City of St. Petersburg is no longer referenced or a named party to the Agreement.
- 4) The Agreement allows for reimbursement to the County for Biological Debris Removal associated with Red Tide that was performed by any municipality within the jurisdictional boundary of Pinellas County and are a part of an interlocal agreement for Biological Debris Removal services.
- 5) Attachment 3, Grant Work Plan, has been deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 6) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Pinellas County

By:

Dave Eggar



Florida Department of
Environmental Protection

By:

Date: October 12, 2021

Date: _____

ATTEST: KEN BURKE, CLERK
By: *Ken Burke*
Deputy Clerk

APPROVED AS TO FORM

By: Brendan Mackesey
Office of the County Attorney

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Grant Work Plan (2 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO.: RT001**

ATTACHMENT 3-A

PROJECT: Biological Debris Removal for and within Pinellas County

BACKGROUND: In June of 2021, reports of fish kills associated with Red Tide in Pinellas County were brought to the attention of the Department. The Florida Legislature has appropriated funds to the Department which may be used to support local governments in cleaning beaches and coastal areas to minimize the impacts of red tide to residents and visitors. This allows the Department of Environmental Protection to help alleviate the effects from the red tide algal blooms which are causing harm to Florida's environment and fragile ecosystems, including beaches and wildlife.

DESCRIPTION: The Grantee will provide biological debris removal services, which the Grantee may contract out or enter into inter-local agreements with municipalities. These services may include, but are not limited to, the containment, removal, cleanup, elimination, transportation, and disposal of biological debris associated with the red tide event.

Biological Debris Removal Services Description:

Containment, removal, cleanup, elimination, transportation, and disposal of biological debris associated with the red tide that was performed by Pinellas County, a contractor for Pinellas County, or any municipality within the jurisdictional boundary of Pinellas County and are a part of an interlocal agreement for Biological Debris Removal services.

TASKS and DELIVERABLES:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Biological Debris Removal

Deliverables: The Grantee will collect and remove biological debris associated with the red tide in the Gulf of Mexico, coastal and interior waters of Pinellas County.

Documentation: The Grantee will, 1) submit a copy of any executed sub-contract, or any sub-contract associated work orders with the biological debris removal subgrantee, or any executed inter-local agreements with local municipalities; 2) provide date stamped photographic evidence of the biological debris that has been removed effective from the date of execution of Amendment No. 1 of this agreement; 3) provide waste management evidence that the biological debris has been removed.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of the deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request upon completion of the deliverable.

PROJECT TIMELINE: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Red Tide Location	Budget Category	Budget Amount	Task Start Date	Task End Date
1	<u>Biological Debris Removal</u>	Pinellas County	Contractual Services	\$3,000,000	Upon Execution	180 Days from Execution
Total:				\$3,000,000		