

THIRD AMENDMENT  
TO AGREEMENT BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CITY OF NORTH PORT  
FOR  
CITY OF NORTH PORT BMP ALTERNATIVES ANALYSIS (N682)

This THIRD AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF NORTH PORT, a municipal corporation of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2015, as amended July 25, 2017 and April 30, 2018 (Agreement No. 16CF0000171), hereinafter referred to as the "Existing Agreement," for developing an Alternatives Analysis study to generate feasible solutions to reduce flooding in the area near the Myakkahatchee Creek I-75 and the Jockey Club area; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period, update contract language applicable to the DISTRICT'S cooperatively funded projects, and modify the Project Schedule.

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. The Contract Period Paragraph is hereby amended to extend the expiration date of April 30, 2019 to December 31, 2019.
2. New Paragraph 24, Scrutinized Companies, is hereby added as follows:

24. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

3. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

**PROJECT SCHEDULE**

<b>TASK DESCRIPTION</b>	<b>START</b>	<b>FINISH</b>
Consultant Selection	6/3/2016	10/13/2016
Project Development	10/14/2016	11/29/2016
Selection of BMP Alternatives Based on Cost-Benefit Analysis	11/30/2016	8/25/2017
Draft Deliverable of BMP Alternatives Analysis	8/26/2017	1/4/2019
Final Deliverable of BMP Alternatives Analysis, Conceptual Drawings and Cost Estimates	1/5/2019	12/31/2019

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

4. 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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Jennette M. Seachrist, P.E. Date  
Director, Resource Management Division

CITY OF NORTH PORT

By: \_\_\_\_\_  
Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

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