



An Equal  
Opportunity  
Employer

# Southwest Florida Water Management District

**Bartow Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
WaterMatters.org

**Tampa Office**  
7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

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**Michelle Williamson**  
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**Brian J. Armstrong, P.G.**  
Executive Director

August 9, 2017

Elizabeth Wong  
City of North Port  
Department of Public Works  
1100 North Chamberlain Boulevard  
North Port, Florida 34286

Subject: City of North Port BMP Alternatives Analysis  
Project No. (N682)  
First Amendment to Agreement No. 16CF0000171

Dear Ms. Wong:

Enclosed is one fully executed original of the first amendment to the agreement between the Southwest Florida Water Management District (District) and City of North Port, for the subject project.

Please accept this letter as your written Notice to Proceed.

If you have any questions, please contact me at the Brooksville office, extension 4147 or the Contract Manager, Jezabel Pagan Garcia, at the Tampa Office office, extension 2128.

Sincerely,

*Georgia S. Hudson*

Georgia S. Hudson  
Procurement Specialist 2  
Procurement Section  
Finance Bureau

GSH

Enclosure (1)  
cc: Jezabel Pagan Garcia  
S. Tarokh, PAB  
Records (Contract File)

FIRST 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 FIRST AMENDMENT entered into and 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, (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 and I-75 and the Jockey Club area, hereinafter referred to as the "PROJECT," and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period 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 September 1, 2017 to April 30, 2018.
2. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

TASK DESCRIPTION	START	FINISH
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	11/10/2017
Final Deliverable of BMP Alternatives Analysis, Conceptual Drawings and Cost Estimates	11/11/2017	1/30/2018

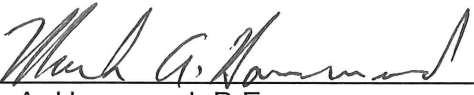
Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

3. 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.

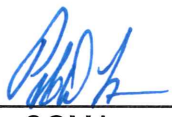
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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST Amendment on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  7/9/17  
Mark A. Hammond, P.E. Date  
Director, Resource Management Division


CITY OF NORTH PORT

By:  7/25/17  
Peter D. Lear, CPA, CGMA Date  
Interim City Manager

ATTEST:

By:  7/25/17  
Patsy Adkins, MMC Date  
City Clerk

Approved as to form and correctness:

By:  7/25/17  
Amber L. Slayton Date  
Interim City Attorney

FIRST AMENDMENT  
TO AGREEMENT BETWEEN THE  
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FOR  
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