

FIRST AMENDMENT  
TO AGREEMENT BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CITY OF NORTH PORT  
FOR  
AQUIFER STORAGE AND RECOVERY (ASR) PERMANENT FACILITIES (N833)

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, 2016, (Agreement No. 17CF0000449), hereinafter referred to as the "Existing Agreement," for design, permitting, construction, and start-up of permanent Aquifer Storage and Recovery (ASR) well facilities at the COOPERATOR'S Myakkahatchee Creek Water Treatment Plant, hereinafter referred to as the "PROJECT"; and

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

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 Funding Paragraph is hereby amended to increase PROJECT funding by Four Hundred Thirty Thousand Three Hundred and Nineteen Dollars (\$430,319), by replacing in its entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Million One Hundred Ten Thousand Three Hundred Nineteen Dollars (\$1,110,319). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Three Hundred and Forty Thousand Dollars (\$340,000) and shall have no obligation to pay any costs beyond this anticipated maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

2. New Paragraph, Scrutinized Companies is hereby added as follows:

27. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel; is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or is engaged in business operations in Cuba or Syria, 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 of \$1 million or more. By signing this Agreement, COOPERATOR certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The COOPERATOR agrees to notify the DISTRICT if placement on any of the aforementioned lists occurs or if COOPERATOR is engaged in a boycott of Israel or has business operations in Cuba or Syria. The DISTRICT may terminate this Agreement if the COOPERATOR is found to have submitted a false certification; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. If the DISTRICT determines COOPERATOR submitted a false certification, the DISTRICT may bring a civil action against the COOPERATOR which may result in a penalty equal to the greater of \$2 million or twice the amount of this Agreement and all reasonable attorneys' fees and costs.

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

**PROJECT SCHEDULE**

DESCRIPTION	COMMENCE	COMPLETE
1. Design and Permitting	12/01/16	09/30/19
2. Bidding and Contract award	07/01/17	09/30/17
3. Construction	11/01/17	09/28/18
4. Operational Cycle Test 6	07/14/18	06/30/19

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

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

## PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Design and Permitting	\$103,159	\$103,159	\$206,318
2. Bidding and Contract award	\$5,500	\$5,500	\$11,000
3. Construction	\$184,841	\$615,160	\$800,001
4. Operational Cycle Test 6	\$46,500	\$46,500	\$93,000
TOTAL	\$340,000	\$770,319	\$1,110,319

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the bid documents, expenditure cost comparisons and justification of the cost.

5. 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: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

CITY OF NORTH PORT

By: \_\_\_\_\_  
Linda M. Yates Date  
Mayor

Approved as to form:

Attest: Patsy C. Adkins  
MMC City Clerk

By: \_\_\_\_\_  
Mark Moriarty, City Attorney

By: \_\_\_\_\_  
MMC City Clerk

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