

**AMENDMENT ONE
TO AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF CLEARWATER**

On February 24, 2017, the State of Florida, Department of Economic Opportunity (“DEO”), and the City of Clearwater (“Grantee”) entered into Agreement No. P0216 (“Agreement”) for Grantee to evaluate areas within municipal boundaries for flood risk and prepare a comprehensive plan amendment addressing response to Peril of Flood. DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Section II.A. of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement to expressly authorize payment of Grantee’s indirect costs under the Agreement, as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 3.B.4., Deliverable 2 in the Scope of Work, Attachment 1 to the Agreement, is deleted in its entirety and replaced with the following:

- 4) Present the proposed comprehensive plan amendments to the local planning agency for their recommendation.

2. Section 5, Deliverables, Deliverable 2 in the Scope of Work, Attachment 1 to the Agreement, is deleted in its entirety and replaced with the following:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p>Deliverable 2. Proposed Comprehensive Plan Amendments</p> <p>Grantee shall prepare proposed comprehensive plan amendments, a memorandum, and present the proposed comprehensive</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> 1. Proposed comprehensive plan amendments as detailed 	<p>\$10,000</p>	<p>As provided in paragraph 14 below.</p>

<p>plan amendments to the local planning agency for their recommendation in accordance with paragraph 3.B. above.</p> <p>Deliverable due date: June 23, 2017</p>	<p>in section 3.B.1. and 3.B.2,</p> <ol style="list-style-type: none"> 2. Memorandum as detailed in section 3.B.3. 3. Notice of local planning agency meeting. 4. Agenda for local planning agency meeting. 5. Minutes or a written narrative summary of the local planning agency. 6. Copy of comprehensive plan amendments with any changes recommended to the proposed comprehensive plan amendments by the local planning agency. <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>		
<p>TOTAL PAYMENT AMOUNT NOT TO EXCEED \$20,000</p>			

2. Section I.F.1., within the "Governing Laws" section of the Agreement, is hereby incorporated by reference as if fully restated herein.

3. All other terms and conditions in the Agreement remain in effect.

IN WITNESS HEREOF, by signatures below, the Parties agree to abide by the terms, conditions, and provisions of the Agreement as amended. This Amendment is effective on the date the last Party signs this Amendment.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF CLEARWATER

By _____
Signature
James D. Stansbury, Chief

By _____
Signature
George N. Cretekos, Mayor

Title _____
Bureau of Community Planning and Growth

By _____
Signature
William B. Horne II, City Manager

Date _____

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

A TRUE COPY

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

ATTEST

By: _____

Rosemarie Call, City Clerk

Approved Date: _____

Approved as to form and legal sufficiency:

Camilo A. Soto, City Atty.

Date: _____