

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
FOR  
REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B  
INTERCONNECT BETWEEN  
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY AND CHARLOTTE COUNTY**

An Interlocal Agreement for Regional Integrated Loop System 2B Interconnect Between the Peace River Manasota Regional Water Supply Authority and Charlotte County was entered into on April 6, 2022 (“Agreement”). A First Amended Interlocal Agreement for Regional Integrated Loop System 2B Interconnect Between the Peace River Manasota Regional Water Supply Authority and Charlotte County was entered into on December 12, 2023 (“Amended Agreement”). This is Second Amendment to the Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect entered into on April 28, 2026, (“Second Amended Agreement”) by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created and existing pursuant to Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Charlotte County (“Charlotte”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners.

**RECITALS:**

WHEREAS, the Agreement provides for construction of the Regional Integrated Loop System Phase 2B Interconnect (Project), which will be owned and operated by the Authority; and

WHEREAS, Charlotte requests and the Authority agrees to install an additional section of the water main parallel to the Project at the same time the Project is constructed (the “Second

Parallel Water Main”) which will increase efficiency of installation lowering construction costs and time to build; and

WHEREAS, the Authority is able to construct the Second Parallel Water Main as part of the construction of the Project through this Second Amended Agreement.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS AND EXHIBITS.** The foregoing recitals and the exhibits listed below are part of this Amendment:

Exhibit 5 – Description and cost of the Second Parallel Water Main

2. **FUNDING FROM CHARLOTTE FOR THE SECOND PARALLEL WATER MAIN.** A new paragraph 41 is added to the Agreement to read: The Authority shall cause its Design-Builder to construct the Second Parallel Water Main as described in Exhibit 5 and Charlotte shall pay the Authority for the cost of the Second Parallel Water Main not to exceed \$353,464.52 excluding costs for any Charlotte inspections, county staff time or county permitting since those costs will be borne entirely by Charlotte.

3. **CHARLOTTE’S DESIGN, INSPECTION, AND OWNERSHIP OF THE SECOND PARALLEL WATER MAIN.** Charlotte will provide signed and sealed engineering design documents and specifications as specified in Exhibit 5 (“Charlotte Documents”) to the Authority. The Authority will cause its Design-Builder for the Project to construct the Second Parallel Water Main according to Charlotte’s Documents. Charlotte will own the Second Parallel Water Main upon Final Acceptance as defined in the agreement between the Authority and its

Design-Builder. Charlotte may inspect the construction of the Second Parallel Water Main as it deems necessary in its sole discretion, throughout its construction and prior to Final Acceptance. The Authority will coordinate with Charlotte and will notify Charlotte at appropriate intervals and at substantial completion to allow Charlotte to conduct its inspections. Charlotte will cooperate with the Authority to ensure Charlotte provides the Charlotte Documents and conducts inspections as it deems necessary in a timely manner, so it does not delay the Project.

4. **DELIVERY POINT.** The Delivery Point as defined in the Third Amended Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, for this Project is at the connection of Pipeline 2A and Pipeline 2B.

5. **OTHER AGREEMENT PROVISIONS.** All other provisions of the Agreement and Amended Agreement remain unchanged and govern the terms of this Second Amended Agreement.

**[The remainder of this page is intentionally blank]**

IN WITNESS WHEREOF, the Authority and Charlotte have executed this

Second Amended Agreement April 28, 2026.

Attest:

Rachel Kersten  
Signature

Rachel Kersten  
Print name

Executive Asst & Agency clerk  
Print title

4/13/2026  
Date

Approved as to form:

Douglas Manson  
Douglas Manson, General Counsel

Peace River Manasota Regional Water  
Supply Authority:

Richard Anderson  
Richard Anderson, Executive Director

04-13-2024  
Date **BOARD APPROVED**

**APR - 1 2026**

**Peace River Manasota  
Regional Water Supply Authority**

Attest:

Roger D. Eaton, Clerk of the Circuit Court  
and Ex-officio Clerk of the Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Thomas M. David, County Attorney  
0226-0371 AT

Board of County Commissioners of  
Charlotte County, Florida

\_\_\_\_\_  
Joseph Tiseo, Chairman

April 28, 2026  
Date

## Exhibit 5

Charlotte will design a second potable water main (the “Second Parallel Water Main”) to be installed parallel to the Authority’s Regional Integrated Loop System Phase 2B Interconnect south of the Myakka River up to the Gulf Cove Booster Station.

### DESIGN

1. Charlotte County staff will be the Engineer of Record for the Second Parallel Water Main.
2. By April 20, 2026, Charlotte will provide to the Authority’s Design-Builder signed and sealed design plans and specifications for the Second Parallel Water Main.
3. By April 20, 2026, Charlotte will acquire and provide Design-Builder all permits required for the Second Parallel Water Main where the work is not encompassed under the permitting for the Project. Design-Builder will provide the Notice of Intent permit for discharge of ground water. Charlotte will close out the Second Parallel Water Main related permits at the conclusion of the Second Parallel Water Main. If additional permits are identified after April 20, 2026, that are associated with the Second Parallel Water Main, Design-Builder will assist in applying for the permits with Charlotte County providing associated permit fees and/or design plan modifications. Design-Builder has no responsibility to obtain or render payment for any permit associated with the Second Parallel Water Main Project, with exception of the permit “Notice of Intent” for discharge of ground water.
4. Charlotte County will provide signed and sealed maintenance of traffic plans if required.
5. All efforts and fees associated with easement and property acquisition for the Second Parallel Water Main, outside of the easements acquired for the Project, will be funded by Charlotte County.

### CONSTRUCTION

The Charlotte County Utility Department will provide construction phase services to support the construction of Charlotte’s Second Parallel Water Main in accordance with the plans, specifications and standards prepared by Charlotte. The Second Parallel Water Main will be constructed concurrently with the Authority’s Project, Phase 2B 42-inch diameter water main. On or before January 17, 2024, Charlotte will notify the Authority of its designated staff point of contact who will coordinate each of the following support services:

1. Meetings — Charlotte will participate in a preconstruction meeting and monthly construction progress meetings until the Second Parallel Water Main is complete and accepted by Charlotte.
2. Submittal Reviews — Charlotte will review and provide comments on all submittals associated with the Second Parallel Water Main for compliance with Charlotte’s plans, specifications and standards. Charlotte shall respond to the initial request via email within 5 business days.
3. Site Visits — Charlotte will visit the construction site to observe the Second Parallel Water Main work in progress, quality, suitability and conformance with the Charlotte plans, specifications and standards. Visits to the site will be made at intervals appropriate to the various stages of construction to observe the quality of the work and to determine if the work is proceeding in accordance with the Charlotte plans, specifications and standards. Any deficiencies noted by Charlotte will be documented to the Authority and Design-Builder within 2 business days of observing them. Requests for Additional Information (RFIs) - Charlotte will respond to Design-Builder RFIs regarding interpretation of the Charlotte plans, specifications, standards and conditions experienced in the field. RFIs will be numbered sequentially and logged for tracking purposes by the Design-Builder. Charlotte shall respond to the initial request within 3 business days of receiving the

RFI.

4. Change Order - Charlotte will provide the following services in support of changes in the Work:
  - a. Evaluate actual field conditions as reported by the Design-Builder. Charlotte will evaluate and establish whether a change in the work is required to accommodate existing conditions. Charlotte shall respond to the initial request within 5 business days.
  - b. Prepare general sketches if required to resolve differing conditions encountered.
5. Startup and Testing - Charlotte will support testing and commissioning the Parallel WM:
  - a. Commissioning Log for Design-Builder to follow.
  - b. Flushing and Testing Plan for Design-Builder to follow.
  - c. Charlotte will witness flushing and pressure testing of the Second Parallel Water Main and sign off for acceptance.
6. Record Drawings - Charlotte may prepare Record Drawings based on the "as-built" drawings and data provided by the Design-Builder.
7. Pay Applications – The Authority will cause its Design-Builder to submit pay applications for the Second Parallel Water Main work to Charlotte at the same time Design-Builder submits them to the Authority. Once approved by Charlotte, the Authority will release funds from Charlotte's lump sum account. Charlotte will review and make a determination on initial pay applications within 10 business days of receipt and within 5 business days of a re-submittal.
8. Substantial and Final Completion Inspection — Charlotte will participate in Substantial and Final Inspections. Charlotte will provide the Design-Builder with a written list of substantial completion items that require correction or completion for final acceptance.

It is assumed that construction of the Second Parallel Water Main can occur at any time with no limitation, provided proper notice has been given to Charlotte County, permits are obtained, and easements are acquired. There is no predefined order as to the construction phasing for the Second Parallel Water Main and the Design- Builder is in control of the means and methods for construction.

#### MATERIALS

The County will provide the materials below to Design-Builder, by April 20, 2026, for the quantity needed between the Myakka River and the Gulf Cove Booster Station to the south.

1. Corporation Stops
2. Curb Stops
3. Saddles

New meter boxes and meters will be provided by the County for the entire Second Parallel Water Main Project. Design-Builder intends to order material March 24, 2026, or sooner and may elect to utilize owner direct purchase option for some material with an anticipated notice to proceed on March 25, 2026.

#### FUNDING

The County shall pay the lump sum amount of \$353,464.52 for the Second Parallel Water Main to the Authority by April 20, 2026. This amount includes \$15,000.00 for contingency and County allowance. Any unused portion of the contingency and County allowance will be returned to the County after final completion of the Second Parallel Water Main.