

AMENDMENT NO. 1
TO
COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
PINELLAS COUNTY, FLORIDA
FOR
REHABILITATION OF THE PINELLAS COUNTY, FLORIDA SHORE PROTECTION
PROJECT
AT SAND KEY

This **AMENDMENT NO. 1** is entered into this _____ day of _____, 2018, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), represented by the District Engineer, Jacksonville District, U.S. Army Corps of Engineers, and Pinellas County, Florida, (hereinafter referred to as the "Public Sponsor"), represented by its Board of County Commissioners.

WITNESSETH THAT:

WHEREAS, the Government constructed the Pinellas County Shore Protection Project (hereinafter referred to as the SPP), authorized by Section 101 of the River and Harbors Act of 1966, Public Law 89-789 and governed by the Project Cooperation Agreement Between the Department of the Army and Pinellas County Florida for Continued Federal Participation in the Pinellas County Shore Protection Project at Sand Key, Treasure Island and Long Key, dated April 7, 1995, which remains in full effect;

WHEREAS, on March 1, 2017, the Government and the Public Sponsor entered into a Cooperation Agreement Between the United States of America and Pinellas County, Florida for Rehabilitation of the Pinellas County, Florida Shore Protection Project at Sand Key (hereinafter referred to as the "Cooperation Agreement"), that sets forth the terms of participation to repair or restore the Sand Key segment of the SPP, which was damaged by wind, wave, or water action of an other than an ordinary nature, in accordance with 33 U.S.C. 701n, and established policies of the U.S. Army Corps of Engineers;

WHEREAS, in response to Hurricane Irma, the Public Sponsor requested the Government repair or restore the SPP which was further damaged by wind, wave or water action of an other than ordinary nature, in accordance with its authority under 33 U.S.C. 701 n, and established polices of the U.S. Army Corps of Engineers;

WHEREAS, on November 13, 2017, South Atlantic Division, U.S. Army Corps of Engineers approved the eligibility of the SPP for the additional repair or restoration following the further damage caused by wind, wave, or water action of an other than an ordinary nature;

WHEREAS, the Parties desire to amend the Cooperation Agreement to include the additional work necessary to restore or repair the greater damage; and

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the Public Sponsor cooperation hereinafter set forth and is willing to participate in the SPP Rehabilitation Effort in accordance with the terms of the Cooperation Agreement and this Amendment No. 1.

NOW, THEREFORE, the Government and the Public Sponsor agree to amend the Cooperation Agreement as follows:

1. Article I. A. of the Cooperation Agreement is amended by striking the current paragraph and replacing with the following:

"A. The term "Rehabilitation Effort" shall mean providing a single beach fill placement, which involves placement of approximately 690,000 cubic yards of material from Florida Department of Environmental Protection monuments 55 to 66 and 71 to 107, as generally described in a report entitled Addendum to the 2016 Project Information Report for the Rehabilitation Effort for the Pinellas County, Florida Shore Protection Project, prepared by the District Engineer, U.S. Army Engineer District Jacksonville, dated October 2017 and approved by the Chief of Regional Readiness and Contingency Operations, South Atlantic Division, U.S. Army Corps of Engineers, on November 13, 2017.

2. Article IV.A is amended by striking "\$12,797,000" and replacing it with "\$23,233,651."

3. All other terms and conditions of the Cooperation Agreement, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

PINELLAS COUNTY

BY: _____
Colonel Jason A. Kirk, P.E.
District Engineer
Jacksonville District

BY: _____
Kenneth T. Welch
Chair
Board of County Commissioners

DATE: _____

DATE: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By Joseph A. Morone
Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Kenneth T. Welch
Chair
Board of County Commissioners
Pinellas County

DATE: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By Jayl A. Morrison
Attorney

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of Pinellas County, Florida, that Pinellas County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 1 to the Cooperation Agreement between the Department of the Army and the Pinellas County, Florida in connection with the Rehabilitation of the Pinellas County, Florida Shore Protection Project at Sand Key, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. Section 1962d-5b), and that the person who has executed this Agreement on behalf of Pinellas County, Florida has acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2018.

[NAME]

[TITLE]

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Kenneth T. Welch
Chair
Board of County Commissioners

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OFFICE OF COUNTY ATTORNEY
By Joseph A. Morrison
Attorney

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Kenneth T. Welch
Chair
Board of County Commissioners
Pinellas County

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By Joseph H. Monahan
Attorney

DATE: _____

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[NAME]
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