

AMENDMENT NUMBER 1
TO 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

This Amendment Number 1 is entered into this _____ day of _____, 2022, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Jacksonville District (hereinafter the “District Commander”) and Pinellas County, Florida (hereinafter the “Non-Federal Sponsor”), represented by the Chair of the Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, on April 7, 1995, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the “Agreement”) to extend federal participation in periodic nourishment of the Pinellas County Shore Protection Project at Sand Key, Treasure Island, and Long Key (hereinafter the “Project”, as defined in Article I.A. of the Agreement);

WHEREAS, the Pinellas County Shore Protection Project at Treasure Island was initially constructed in 1969, and the authorized federal periodic nourishment period expired December 31, 2019;

WHEREAS, Section 1158 of the Water Resources Development Act of 2018, Public Law 115-270, further amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), to extend eligibility for the automatic 6-year extension of the maximum period of federal financial participation in periodic nourishment directed by subsection (a) of the statute to projects whose maximum period is set to expire between June 10, 2014 and June 10, 2024; and

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to reflect that the Pinellas County Shore Protection Project at Treasure Island remains eligible for periodic nourishment until 2025.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. Replace all occurrences of “District Engineer” with “District Commander.”
2. Insert after the third WHEREAS clause the following:

“WHEREAS, Section 1158 of the Water Resources Development Act of 2018, Public Law 115-270, further amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), to extend eligibility for the automatic 6-year extension of the maximum period of federal financial participation in periodic nourishment directed by subsection (a) of the statute to projects whose maximum period is set to expire between June 10, 2014 and June 10, 2024;”.

3. Replace Article I.A. with the following:

“A. The term "Project" shall mean the periodic nourishment of the 14.2 mile shoreline of Sand Key until December 31, 2043, the periodic nourishment of 3.5 miles of Treasure Island until December 31, 2025, and the periodic nourishment of 4.1 miles of Long Key until December 31, 2030 in order to maintain the protective beach section which consists of a constructed 40 foot wide berm at elevation plus 6 feet mean low water as generally described in the Report of the Chief of Engineers dated 27 July 1987, and supplemented by the Limited Re-Evaluation Report with Environmental Summary dated April 1994 (revised August 1994). The Project was approved by the Assistant Secretary of the Army (Civil Works) on November 4, 1994.”

4. Replace Article VI.A. with the following:

“A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs and costs due to betterments. By March 31st of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs due to betterments, of the maximum amount of total project costs determined in accordance with Article XIX of this Agreement, of the components of total project costs, of each party's share of total project costs, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., II.D., and II.E. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Amendment Number 1, total project costs are projected to be \$491,046,000, and the Non-Federal Sponsor's cash contribution required under Article II.D. of this Agreement is projected to be \$186,377,225.

Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor."

5. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number 1, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

PINELLAS COUNTY, FLORIDA

BY: _____
James L. Booth
Colonel, U.S. Army
District Commander

BY: _____
Charlie Justice
Chair
Board of County Commissioners

DATE: _____

DATE: _____

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney

CERTIFICATE OF AUTHORITY

I, Jewel White, do hereby certify that I am the principal legal officer for Pinellas County, Florida, that the Pinellas County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of Amendment Number 1 to the Project Cooperation Agreement between the Department of the Army and the Pinellas County, Florida in connection with the Pinellas County Shore Protection Project at Sand Key, Treasure Island, and Long Key and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment Number 1, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the Pinellas County, Florida acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 2022.

Jewel White
County 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.

Charlie Justice
Chair
Board of County Commissioners

DATE: _____

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney