

AMENDMENT NUMBER 2
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 2 is entered into this _____ day of _____, _____, 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;

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)), and provided that, for any existing authorized water resources development project for which the maximum period for nourishment will expire within the 10-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 6 years after the expiration of such period;

WHEREAS, on May 31, 2022, the Government and the Non-Federal Sponsor amended the Agreement to extend the period of Federal participation in the Pinellas County Shore Protection Project at Treasure Island until December 31, 2025;

WHEREAS, Section 8129(a) of the Water Resources Development Act of 2022, Public Law 117-263, further amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), and provided that, for any existing authorized water resources development project for which the maximum period for nourishment will expire within the 16-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 12 years after the expiration of such period;

WHEREAS, on March 6, 2026, the Assistant Secretary of the Army for Civil Works issued a memorandum with revised direction for the Project regarding real estate requirements for the remaining period of Federal participation and further directed that a copy of the memorandum providing direction be included as an attachment to the Agreement; and

WHEREAS, the parties desire to amend the Agreement to reflect that the Pinellas County Project at Treasure Island remains eligible for Federal participation in periodic nourishment until December 31, 2031 and incorporate the direction provided by the Assistant Secretary of the Army for Civil Works.

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

1. Replace the fourth WHEREAS clause with the following:

“WHEREAS, Section 8129(a) of the Water Resources Development Act of 2022, Public Law 117-263, further amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), and provided that for any existing authorized water resources development project for which the maximum period for nourishment will expire within the 16-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 12 years after the expiration of such period;”.

2. Insert after the fourth WHEREAS clause the following:

“WHEREAS, on March 6, 2026, the Assistant Secretary of the Army for Civil Works issued a memorandum with revised direction for the Project regarding real estate requirements for the remaining period of Federal participation and further directed that a copy of the memorandum providing direction be included as an attachment to the Agreement (Exhibit A);”.

3. In Article I.A., replace “2025” with “2031”.

4. In Article VI.A., replace “Amendment Number 1” with “Amendment Number 2”, “\$491,046,000” with “\$507,443,143” and “\$186,377,225” with “195,481,082”.

5. The Assistant Secretary of the Army for Civil Works Memorandum dated March 6, 2026 is incorporated by reference into, and made a part of, the Agreement.

6. All other terms and conditions of the Agreement, as amended, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number 2, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

PINELLAS COUNTY, FLORIDA

BY: _____
Brandon L. Bowman
Colonel, U.S. Army
District Commander

BY: _____
Dave Eggers
Chair
Board of County Commissioners

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, M. Jewel White, do hereby certify that I am the principal legal officer for 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 Number 2 to the Project Cooperation Agreement between the Department of the Army and 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, 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 Pinellas County, Florida acted within his statutory authority.

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

M. 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.

Dave Eggers
Chair
Board of County Commissioners
Pinellas County, Florida

DATE: _____