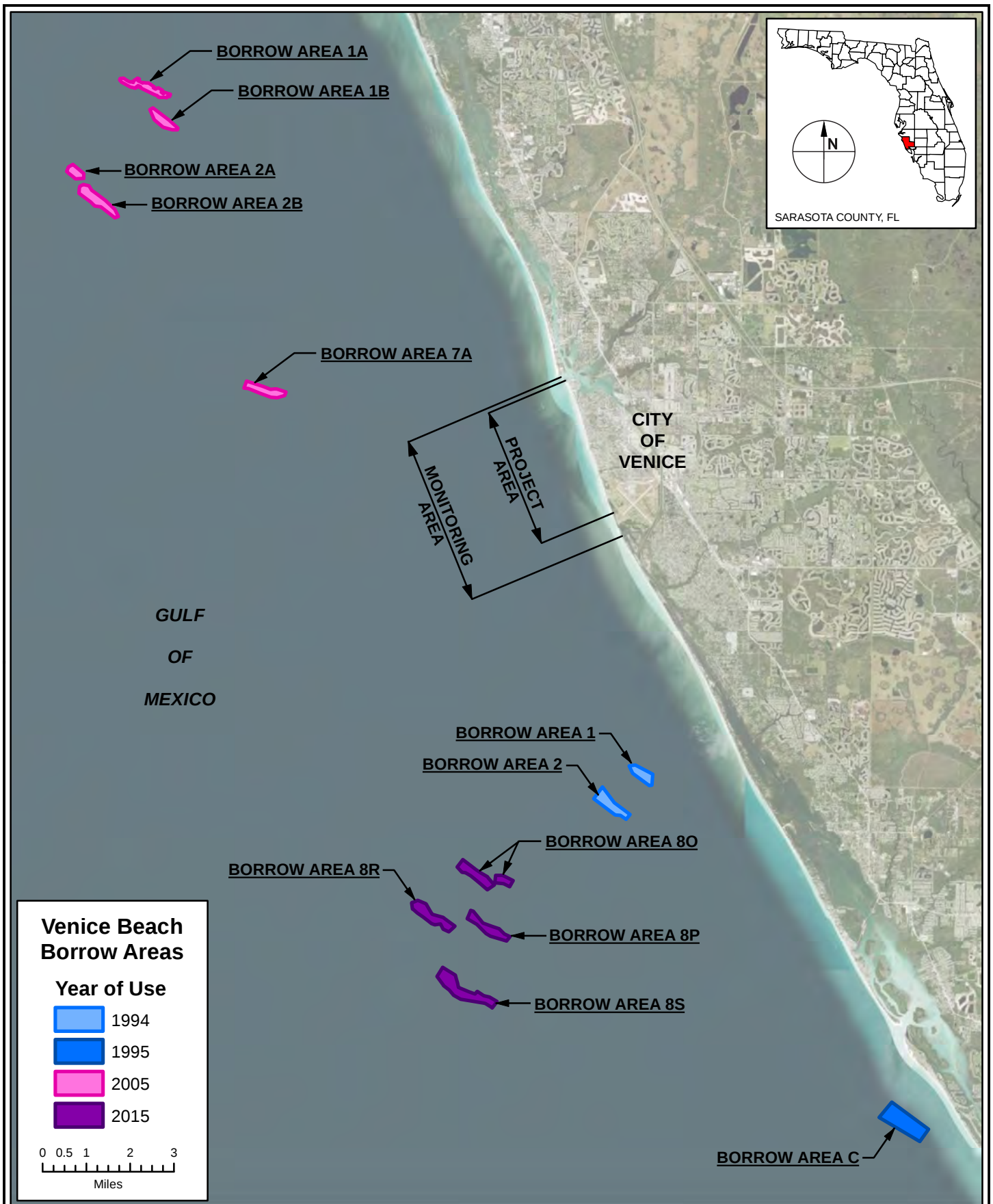


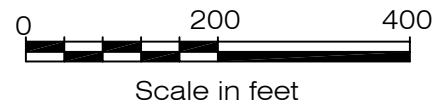
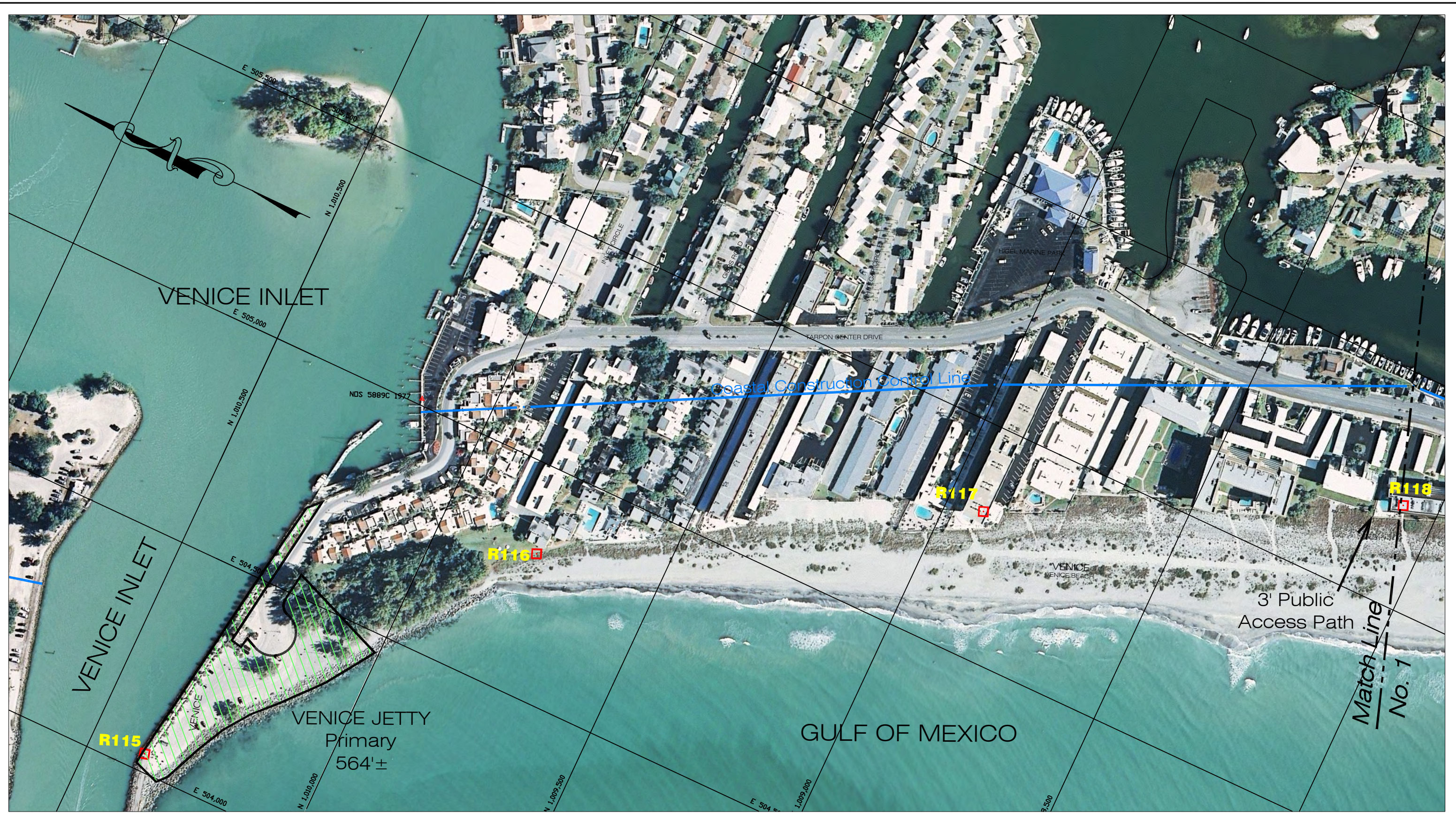


TAYLOR ENGINEERING INC.

2201 CANTU COURT
SUITE 103
SARASOTA, FL 34232
CERTIFICATE OF AUTHORIZATION # 4815

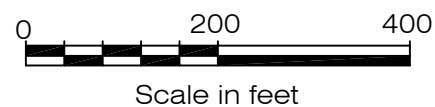
FIGURE 1.1
CITY OF VENICE SPP
PROJECT LOCATION MAP
SARASOTA COUNTY, FLORIDA

PROJECT	C2022-033
DRAWN BY	PL
SHEET	
DATE	JUL 2022



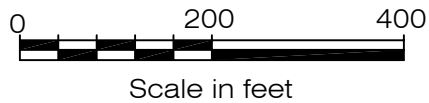
NOTE:
2011 aerial photography obtained from the Florida
Department of Transportation website.

CITY OF VENICE Sarasota County, Florida		BEACH ACCESS INVENTORY FIGURE		SHEET 1
COASTAL TECH		PROJ MGR CT		OF 7 SHEET
VERO BEACH · SARASOTA · MELBOURNE · AUSTIN		REVISED	DATE 08/04/2014	JOB NO. 29390.01



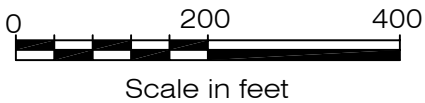
NOTE:
2011 aerial photography obtained from the Florida
Department of Transportation website.

CITY OF VENICE Sarasota County, Florida		BEACH ACCESS INVENTORY FIGURE		SHEET 2
 COASTAL TECH VERO BEACH · SARASOTA · MELBOURNE · AUSTIN		OF 7 SHEET		JOB NO.
		PROJ MGR CT	REVISED	DATE 08/04/2014
				29390.01



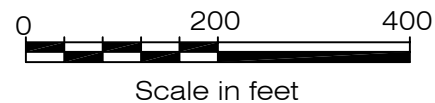
NOTE:
2011 aerial photography obtained from the Florida
Department of Transportation website.

CITY OF VENICE Sarasota County, Florida		BEACH ACCESS INVENTORY FIGURE		SHEET 3
COASTAL TECH		DATE 08/04/2014		OF 7 SHEET
VERO BEACH · SARASOTA · MELBOURNE · AUSTIN		PROJ MGR CT	REVISED	JOB NO. 29390.01



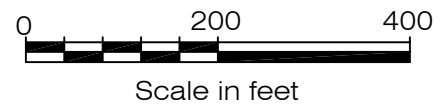
NOTE:
2011 aerial photography obtained from the Florida
Department of Transportation website.

CITY OF VENICE Sarasota County, Florida		BEACH ACCESS INVENTORY FIGURE		SHEET 4
 COASTAL TECH VERO BEACH · SARASOTA · MELBOURNE · AUSTIN		PROJ MGR CT		OF 7 SHEET
		REVISED	DATE 08/04/2014	JOB NO. 29390.01



NOTE:
2011 aerial photography obtained from the Florida
Department of Transportation website.

CITY OF VENICE Sarasota County, Florida		BEACH ACCESS INVENTORY FIGURE		SHEET 5
COASTAL TECH		PROJ MGR CT		OF 7 SHEET
VERO BEACH · SARASOTA · MELBOURNE · AUSTIN		REVISED	DATE 08/04/2014	JOB NO. 29390.01



NOTE:
2011 aerial photography obtained from the Florida
Department of Transportation website.

CITY OF VENICE Sarasota County, Florida		BEACH ACCESS INVENTORY FIGURE		SHEET 6
 COASTAL TECH VERO BEACH · SARASOTA · MELBOURNE · AUSTIN		PROJ MGR CT	REVISED	DATE 08/04/2014
				JOB NO. 29390.01



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

APR 7 2004

CECW-SAD

MEMORANDUM THRU Commander South Atlantic Division (CESAD-CM)

FOR Commander Jacksonville District, ATTN: CESAJ-DP-C

SUBJECT: Amendment Number 1 to Local Cooperation Agreement for Construction of the Venice Segment of Sarasota County, Florida Shore Protection Project

1. The Assistant Secretary of the Army (Civil Works) approved the subject agreement on 2 April 2004. Enclosed is a copy of the approval memorandum. Signature authority is delegated to the Jacksonville District Commander. Reference to the ASA(CW) signing the agreement in the first paragraph and the signature block must be changed to reflect the District Commander signing the agreement.
2. Under delegated signature authority, you must ensure that the agreement is signed by the sponsor as approved by the ASA(CW), without deviation, not later than 21 calendar days after the date of this memorandum. If this suspense cannot be met, the district will send a memorandum to CECW-SAD explaining the reasons and recommended course of action. The Jacksonville District should prepare a minimum of four final LCA amendment originals. Upon execution, the district should retain two copies of the executed agreement and the remaining should be provided to the sponsor. A photo and electronic copies of the executed agreement should be forwarded to CECW-SAD (Joe Rees) not later than 14 days after execution.
3. If any deviations to the approved agreement are required, prior to signature by the sponsor, the district shall transmit a memorandum notifying CECW-SAD of the reasons for the deviations and requesting approval of the deviations. Only after written approval from CECW-SAD, will the deviations be incorporated into the approved agreement.
4. Point of Contact is Dan Casapulla 202-761-7767

FOR THE COMMANDER:

Encl

DONALD L. BASHAM, P.E.
South Atlantic Division
Regional Integration Team Leader
Directorate of Civil Works



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
CIVIL WORKS
108 ARMY PENTAGON
WASHINGTON DC 20310-0108

April 2, 2004



REPLY TO
ATTENTION OF

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS

SUBJECT: Amendment No. 1 to Local Cooperation Agreement for Construction of the Venice Segment of Sarasota County, Florida Shore Protection Project

This responds to Mr. Basham's memorandum dated March 4, 2004, requesting approval of subject draft amendment. The draft amendment is approved.

Authority to sign the final amendment on behalf of the Department of the Army is hereby delegated to the district commander.

John Paul Woodley, Jr.
Assistant Secretary of the Army
(Civil Works)

11

LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF VENICE, FLORIDA
FOR CONSTRUCTION OF THE
VENICE SEGMENT OF THE
SARASOTA COUNTY, FLORIDA, SHORE PROTECTION PROJECT

THIS AGREEMENT is entered into this 23rd day of December, 1993, by and between the DEPARTMENT OF THE ARMY, (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and THE CITY OF VENICE, FLORIDA (hereinafter referred to as the "Local Sponsor"), acting by and through the City Council of Venice.

WITNESSETH THAT:

WHEREAS, construction of the Shoreline Protection Project at Sarasota County, Florida (hereinafter referred to as the "Project", as defined in Article I.a. of this Agreement), and described in "Sarasota County, Florida: Report of the Chief of Engineers, dated February 28, 1986" was authorized by Section 501 of the Water Resources Development Act of 1986 (Public Law 99-662);

WHEREAS, Section 103(c)(5) and Section 940 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specify the cost-sharing requirements applicable to the Authorized Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until the non-Federal interest has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, the Project was authorized for construction in separable increments;

WHEREAS, the Government and the Local Sponsor desire to proceed with Project construction and certain other construction and to share in the costs of such construction in accordance with the apportionment of costs specified in Article II.c.; and

WHEREAS, the Local Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in project cost-sharing and financing in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Project" shall mean the plan of improvements as generally described in the General Design Memorandum entitled "Sarasota County, Florida, Shore Protection Project, General Design Memorandum, dated July 1991" (hereinafter referred to as the "GDM"), approved by the Chief of Engineers on April 20, 1992. The Project consists of initial construction and periodic beach nourishment of the Venice segment of the Sarasota County, Florida, shore protection project, and the construction of a 1.82 acre reef offshore of Sarasota County, Florida. The Venice segment provides for the initial nourishment of 16,850 feet of gulf shore south of Venice Inlet creating a protective beach with a berm 50 feet wide at elevation 9 feet above mean sea level for the first 12,850 feet and a berm 20 feet wide for the next 4,000 feet and periodic nourishment of the area initially nourished. The Project shall begin at approximately 150 feet north of DNR Monument 116 (Sarasota County) and extend to approximately DNR Monument 133 (Sarasota County).

b. The term "initial construction" shall mean initial construction of the Venice segment in accordance with the GDM and includes initial nourishment of 16,850 feet of gulf shore south of Venice Inlet creating a protective beach with a berm 50 feet wide at elevation 9 feet above mean sea level for the first 12,850 feet and a berm 20 feet wide for the next 4,000 feet, construction of the 1.82 acre reef, and relocations determined necessary for the Project by the Government.

c. The term "total cost of initial construction" shall mean all costs incurred by the Local Sponsor and the Government directly related to the initial construction of the Project. Such costs shall include, but not necessarily be limited to, continuing planning and engineering costs incurred after October 1, 1985; cost of applicable engineering and design; actual construction cost; supervision and administration costs; cost of contract dispute settlements or awards; and the value of lands, easements and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and utility and facility alterations provided for the Project by the Local Sponsor, but shall not include any costs for betterments, operation, maintenance, repair, replacement, or rehabilitation nor any costs incurred for the establishment of an erosion control line in the project area.

d. The term "periodic nourishment" shall mean the placement of suitable beachfill material along the beach in the project

area at such intervals of time during the 50 year period following completion of initial construction as are determined appropriate by the Government in cooperation with the Local Sponsor. Periodic nourishment will be based on an average annual placement of approximately 52,750 cubic yards of suitable beachfill material.

e. The term "cost of periodic nourishment" shall mean all costs incurred by the Local Sponsor and the Government directly related to periodic nourishment of the Project including any costs of surveillance.

f. The term "period of initial construction" shall mean the time from the advertisement of the first construction contract to the time the Contracting Officer certifies in writing to the Local Sponsor the initial construction is complete. The Contracting Officer shall furnish to the Local Sponsor copies of the Government's Written Notice of Acceptance of Completed Work furnished to the contractor(s) for all contracts for the Project.

g. The term "authorized periodic nourishment period" shall mean the authorized Federal participation in the periodic nourishment of the Project for a period of 50 years from the date of completion of initial construction. It is estimated that periodic nourishment will be undertaken every ten years, unless, based on a joint inspection and information gathered during the surveillance of the Project, the Government in cooperation with the Local Sponsor determine that such periodic nourishment is not technically necessary or economically justified at that time or is required more frequently.

h. The term "surveillance" shall mean all costs incurred by the Local Sponsor and the Government, following completion of initial construction of the Project, directly related to monitoring of the beach for a period of 50 years. A surveillance plan of the beach is required to determine when future periodic nourishment must be accomplished to maintain the design level of protection. Monitoring of the beach after initial construction consists of beach profiles and aerial photography, sediment sampling, hydrographic surveys, tidal data, environmental data, engineering and design, and supervision and administration as generally described in the GDM.

i. The term "Contracting Officer" shall mean the U.S. Army Engineer for the Jacksonville District, or his designee.

j. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

k. The term "relocations" shall mean the preparation of plans and specifications for, and the accomplishment of, all alterations, modifications, lowering or raising in place, and/or

new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, storm drains and public outfalls), aerial utilities, cemeteries, and other facilities, structures, and improvements, and those determined by the Government to be necessary for the construction, operation, maintenance, repair, replacement and rehabilitation of the Project.

l. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

m. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

n. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the Contracting Officer, in writing, to be suitable for tender to the Local Sponsor to operate and maintain in advance of completion of the entire Project. To be suitable for tender, the Contracting Officer must determine that the completed portion of the Project can function independently and for a useful purpose, although the balance of the Project is not complete.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to, and using funds provided by the Local Sponsor and appropriated by the Congress of the United States, shall expeditiously construct the Project (including relocations of railroad bridges and approaches thereto) applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Local Sponsor shall be afforded the reasonable opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. To the extent possible, the Local Sponsor also shall be afforded the reasonable opportunity to review and comment on all modifications and change orders in excess of \$25,000 prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the comments of the Local Sponsor, but award of contracts, modifications or change orders, as well as settlement and/or payment of claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

b. When the Government determines that the Project, or a

functional portion of the Project, is complete, and notifies the Local Sponsor in writing of such determination, the Government shall turn the completed Project or functional portion over to the Local Sponsor, which shall accept the Project or functional portion and be solely responsible for operating, maintaining, repairing, replacing, and rehabilitating the Project or functional portion in accordance with Article VIII of this Agreement.

c. As further specified in Article VI of this Agreement, the Local Sponsor shall provide, during the period of initial construction, a contribution equal to 27.45 percent of the total cost of initial construction.

d. As further specified in Article III of this Agreement, the Local Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for initial construction, periodic nourishment, operation, maintenance, repair, replacement, and rehabilitation of the Project. At its sole discretion, the Government may perform relocations in cases where it appears that the Local Sponsor's contributions will exceed the maximum non-Federal cost share set in Article VI.f.

e. The Local Sponsor may request, in writing, that the Government perform all the Local Sponsor's required relocations for the Project with the understanding that the required relocations shall be performed at the sole discretion of, and without loss, cost or expense to, the Government. If the Government is requested to perform these relocations, the Local Sponsor shall provide 100 percent of all relocation costs in accordance with Article VI.d.

f. As further specified in Article VI of this Agreement, the Local Sponsor shall provide, during the authorized periodic nourishment period, a contribution equal to 24.01 percent of the cost of periodic nourishment.

g. If the value of creditable contributions provided for initial construction under paragraph d. of this Article represents less than 27.45 percent of the total cost of initial construction, the Local Sponsor shall provide during the period of construction, an additional cash contribution in the amount necessary to make its total contribution equal to 27.45 percent of the total cost of initial construction.

h. No Federal funds may be used to meet the Local Sponsor share of project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

i. The Local Sponsor agrees to participate in and comply with applicable Federal flood plain management and flood insurance programs.

j. Not less than once each year the Local Sponsor shall inform affected interests of the limitations of the protection afforded by the Project.

k. The Local Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the floodplain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

l. The Local Sponsor may perform the project surveillance through either its own forces or contract labor.

m. The Local Sponsor shall assure continued conditions of public ownership and public use of the shore upon which the amount of Federal participation is based during the economic life of the project.

n. The Local Sponsor shall provide and maintain necessary access roads, parking areas and other public use facilities, open and available to all on equal terms to realize the benefits upon which Federal participation is based.

ARTICLE III - LANDS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Local Sponsor shall furnish to the Government all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, as may be determined by the Government to be necessary for the construction, periodic nourishment, operation, maintenance, repair, replacement and rehabilitation of the Project, and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands. The necessary lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, may be provided incrementally, but all lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

b. Upon notification from the Government, the Local Sponsor shall accomplish or arrange for accomplishment at no cost to the Government all alterations and relocations (excluding railroad

bridges and approaches thereto), determined by the Government to be necessary for construction, operation, maintenance, repair, replacement and rehabilitation of the Project.

c. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, for the Project and subsequent operation, maintenance, repair, replacement and rehabilitation of the Project, and inform all affected persons of applicable benefits, policies and procedures in connection with said Act. The Local Sponsor shall provide such documentation as the Contracting Officer requires to demonstrate compliance.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The Local Sponsor shall not receive any credit for lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, previously provided as an item of cooperation for another Federal project nor shall the value thereof be included in total project costs. The value of the lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, to be included in total cost of initial construction and credited towards the Local Sponsor's share of the total cost of initial construction, shall be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date the first construction contract for the Project is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal, to be obtained by the Local Sponsor, which has been prepared by a qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and approved by the Government and the Local Sponsor.

2. If the lands, easements, or rights-of-way are to be acquired by the Local Sponsor after the date of award of the first construction contract for the Project, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1 of this Agreement. If the Local Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Local Sponsor has secured prior written approval from the Government of

its offer to purchase such interest.

3. If the Local Sponsor acquires more lands, easements, or rights-of-way than are necessary for Project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for Project purposes shall be included in total costs of initial construction and credited towards the Local Sponsor's share.

4. Allowable credit for lands, easements, or rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

5. Credit for lands, easements, and rights-of-way acquired by the Local Sponsor within a five-year period preceding the date this Agreement is signed, or any time after this Agreement is signed, will also include the actual incidental costs of acquiring the interest, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

b. The cost of relocations, which will be included in total costs of initial construction and credited towards the Local Sponsor's share of total costs of initial construction, shall be that portion of the actual costs as set forth below and approved by the Government:

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Florida would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. Utilities and Facilities (including railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any alterations or relocations, if materials of value and useability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total costs of initial construction.

ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Local Sponsor and the Government during the period of construction, the Local Sponsor and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project. The Local Sponsor will be informed of any changes in cost estimates.

b. The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project, but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations.

ARTICLE VI - METHOD OF PAYMENT

a. The Local Sponsor shall provide, during the period of initial construction, the cash payments required to meet its obligations under Article IIc of this Agreement. The total cost of initial construction are currently estimated to be \$18,095,000. In order to meet its share of such costs, the Local Sponsor must provide a cash contribution currently estimated to be \$4,967,000. The dollar amounts set forth in this Article are based upon the Government's best estimates which reflect projections of costs to October 1993 price levels and anticipated inflation. Such cost estimates are subject to adjustments based upon cost actually incurred and are not to be construed as the total financial responsibilities of the Government and the Local Sponsor.

b. The Local Sponsor shall provide its required cash contribution in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Local Sponsor by February of each year of the estimated funds that the Government has available for its share and those funds that will be required from the Local Sponsor to meet its share of total cost of initial construction for the upcoming Government fiscal year.

2. No later than one hundred twenty (120) calendar days prior to the award of the first Federal construction contract, the Government shall notify the Local Sponsor of its

share of the initial construction costs, including its share of costs attributable to the Project incurred before the award of the first Federal construction contract. No later than sixty (60) calendar days thereafter, the Local Sponsor shall verify to the satisfaction of the Government that it has deposited the requisite amount in an escrow account acceptable to the Government, with interest accruing to the Local Sponsor.

3. For succeeding fiscal years of initial construction, the Government shall, no later than sixty (60) calendar days prior to the beginning of the fiscal year, notify the Local Sponsor of the Local Sponsor's share of initial construction costs for that fiscal year. No later than thirty (30) calendar days prior to the beginning of the fiscal year, the Local Sponsor shall make the necessary funds available to the Government through the funding mechanism specified in Article VI.b.2 of this Agreement. As initial construction of the Project proceeds, the Government may adjust the amounts required to be provided under this paragraph to reflect project costs of initial construction.

4. If, at any time during the period of initial construction the Government determines that additional funds will be needed from the Local Sponsor, the Government shall so notify the Local Sponsor and the Local Sponsor, no later than forty-five (45) calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2 of this Agreement.

c. The Government will draw on the escrow account provided by the Local Sponsor such sums as it deems necessary to cover contractual and other in-house Government obligations attributable to the Project as they are incurred, as well as Project costs incurred by the Government before the award of the first Federal construction contract.

d. If the Government is requested in writing by the Local Sponsor to perform the Local Sponsor required relocations, the Local Sponsor shall make a cash payment, in addition to the cash contribution required by Article VI.a., equal to 100% of the costs of relocations. The Local Sponsor shall provide this cash payment prior to the award of any contract for initial construction which includes the relocation work. The Government shall draw on such funds as necessary to cover contractual and in-house obligations as they are incurred. If at any time during the relocation work the Government determines that additional funds will be needed from the Local Sponsor, the Government shall so notify the Local Sponsor, and the Local Sponsor, no later than 30 days after receipt of such notice, shall make a cash payment to the Government of the necessary amount. After completion of such relocation work, the Government will perform a final accounting. In the event the cash payment by the Local Sponsor

is less than the amount required to cover all costs of the relocation, the Local Sponsor shall, no later than 30 days after receipt of written notice, make a cash payment to the Government of whatever sum is needed to cover the costs of the relocations.

e. Upon completion of initial Project construction and resolution of all relevant contract claims and appeals, the Government shall compute the total costs of initial construction, and tender to the Local Sponsor a final accounting of the Local Sponsor's share of such costs. In the event the total contribution provided during the period of initial construction by the Local Sponsor is less than its required share of total cost of initial construction, the Local Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its required share of total cost of initial construction.

f. In the event the Local Sponsor has made cash contributions in excess of 27.45 percent of the total cost of initial construction which result in the Local Sponsor's having provided more than its required share of total cost of initial construction, the Government shall, no later than ninety (90) days after the final accounting is complete, subject to the availability of funds, return said excess to the Local Sponsor.

g. The Local Sponsor also shall provide, for a period of 50 years after the date of completion of initial project construction, a cash contribution equal to 24.01 percent of the cost of periodic nourishment. This contribution shall be made in advance of each beach nourishment operation in accordance with the following: No later than 60 days prior to the award of the construction contract for the periodic nourishment, the Government shall notify the Local Sponsor of its estimated share of costs of the periodic nourishment. No later than 30 days thereafter, the Local Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Mobile" to the Contracting Officer representing the Government.

h. The Local Sponsor shall receive credit against its share of the cost of periodic nourishment of the cost of performance of project surveillance. The credit shall be made upon the Government's letter of acceptance of the work on project surveillance and the performance of any audit deemed necessary to fulfill proper Governmental accounting for cost sharing participation.

i. For purposes of budget planning, the Government shall notify the Local Sponsor by 1 April of each year of the estimated funds that the Government has available for its share and those funds that will be required from the Local Sponsor to meet its share of periodic nourishment costs for the upcoming Government

fiscal year.

j. Upon completion of each periodic nourishment contract and resolution of all relevant contract claims and appeals, the Government shall compute the periodic nourishment cost and tender to the Local Sponsor a final accounting of its share of the periodic nourishment cost. In the event the total contribution by the Local Sponsor is less than its required share of the periodic nourishment cost at the time of the final accounting, the Local Sponsor shall, within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its required share of the periodic nourishment cost. In the event the Local Sponsor has made cash contributions in excess of its required share of the total cost of the periodic nourishment, the Government shall within 90 calendar days of the final accounting for that periodic nourishment, subject to the availability of funds, return said excess to the Local Sponsor.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION (OMRR&R)

a. After the Contracting Officer has determined that the construction of the Project, or functional portion of the Project is complete, and provided the Local Sponsor with written notice of such determination, the Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the completed Project, or functional portion of the Project at no cost to the Government, in accordance with applicable Federal and State laws as provided in Article XII and specific directions prescribed by the Government in an OMRR&R Manual and any specific amendments thereto.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable and lawful manner, upon land which it owns or controls for access to the Project for the purpose of inspection, and, if necessary, for the purposes of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Local Sponsor for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written

notice to the Local Sponsor. If after 30 calendar days from receipt of notice, the Local Sponsor continues to fail to perform, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

c. In the event the Project is damaged or destroyed by storms or other natural forces prior to completion of initial construction of the Project, the Government and the Local Sponsor shall consult on necessary repairs and reconstruction efforts. The cost of any such repair or reconstruction efforts will be considered construction costs and will be cost shared as construction costs in accordance with Section 103 of Water Resources Development Act of 1986, Public Law 99-662. With respect to any functional portions of the Project, however, the Local Sponsor shall remain solely responsible for operating, maintaining, repairing, replacing, and rehabilitating of the functional portion in accordance with paragraph a. of this Article.

ARTICLE IX - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages arising from the construction, periodic nourishment, operation, maintenance, repair, replacement, or rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS

The Government and the Local Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total cost of initial construction and the cost of periodic nourishment. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence for a minimum of three years after final payment of each contract for construction or periodic nourishment of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by

authorized representatives of the parties to this Agreement.

ARTICLE XI - GOVERNMENT AUDIT

The Government shall conduct an audit when appropriate of the Local Sponsor's records for the Project to ascertain the allowability, reasonableness, and allocability of the Local Sponsor's costs for inclusion as credit against the non-Federal share of Project costs.

ARTICLE XII - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE XIII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XV - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission,

percentage, brokerage, or contingent fee.

ARTICLE XVI - TERMINATION OR SUSPENSION

a. If at any time the Local Sponsor fails to make the payments required under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate or suspend work on the Project until the Local Sponsor is no longer in arrears, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 percentum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 days either party may elect without penalty to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as the Government receives sufficient appropriations or until either party elects to terminate this Agreement.

ARTICLE XVII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage-prepaid), registered, or certified mail, as follows:

If to the Local Sponsor: Venice City Council
401 W. Venice Avenue
Venice, Florida 34285-1999

If to the Government: District Engineer
U.S. Army Engineer District
Jacksonville
P.O. Box 4970
Jacksonville, Florida 32232-0019

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIX - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the Contracting Officer, the Local Sponsor shall perform, or cause to be performed, such environmental investigations as are determined necessary by the Government or the Local Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675, on lands necessary for Project construction, operation, maintenance, repair, replacement and rehabilitation. All actual costs incurred by the Local Sponsor which are properly allowable and allocable to performance of any such environmental investigations shall be included in total costs of initial construction and cost shared as a construction cost in accordance with Section 103(c)(5) of Public Law 99-662.

b. In the event it is discovered through an environmental investigation or other means that any lands, easements, rights-of-way, including suitable borrow and dredged material disposal areas to be acquired or provided for the Project contain any hazardous substances regulated under CERCLA, the Local Sponsor and the Government shall provide prompt notice to each other, and the Local Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Local Sponsor shall determine whether to initiate construction of the Project, or if already in construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Local Sponsor determine to proceed or continue with construction after considering any liability that may arise under CERCLA, as between the Government and the Local Sponsor, the Local Sponsor shall be responsible for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total costs of initial construction as defined in this Agreement. In the event the Local Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge its responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work as provided in Article XVI.

d. The Local Sponsor and the Government shall consult with each other under the Construction Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph c of this Article shall not relieve any party from any liability that may arise under CERCLA.

e. The Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner so that liability will not arise under CERCLA.

ARTICLE XX - SECTION 902 PROJECT COST LIMITS

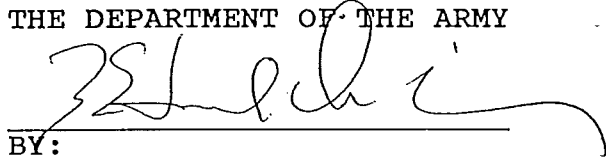
The Local Sponsor has reviewed the provisions set forth in Section 902 of P.L. 99-662, as amended, and understands that Section 902 establishes maximum total project costs. For purposes of this Agreement, the Section 902 cost limit is \$79,522,000 as calculated on February 1, 1993, using October 1992 price levels and allowances for future inflation. This amount shall be adjusted to allow for appropriate increases for

inflation and changes in the project cost as provided in Section 902. Should this cost maximum be reached, no additional funds may be expended on the Project until additional authority is obtained from Congress.

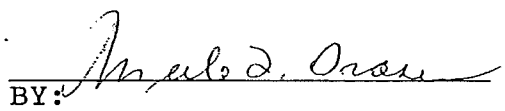
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

CITY OF VENICE, FLORIDA


BY:

G. Edward Dickey
Acting Assistant Secretary
of the Army (Civil Works)


BY:

Merle L. Graser
Mayor
City of Venice, Florida

DATE: 23 DEC 1993

DATE: 12/14/93

CERTIFICATION REGARDING LOBBYING

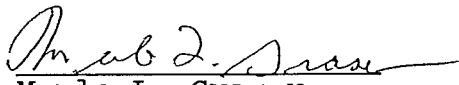
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 Section 1352, Title 31, U.S. Code. 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.


Merle L. Graser
Mayor
City of Venice, Florida

CERTIFICATE OF AUTHORITY

I, ROBERT ANDERSON, do hereby certify that I am the Principal Legal Officer of Venice, Florida, that Venice, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Venice, Florida in connection with the Project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611 and that the person who has executed the Agreement on behalf of Venice, Florida has acted within his statutory authority.

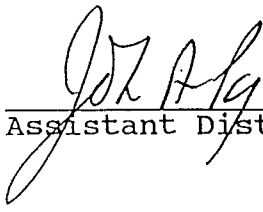
IN WITNESS WHEREOF, I have made and executed this Certificate this 14 day of DECEMBER 1993



Robert Anderson
Venice City Attorney

CERTIFICATION OF LEGAL REVIEW

The draft Local Cooperation Agreement for the Venice Segment of the Sarasota County, Florida Shore Protection Project has been fully reviewed by the Office of District Counsel, USAED Jacksonville.


Assistant District Counsel

AMENDMENT NO. 1 TO THE
LOCAL COOPERATION AGREEMENT
DATED DECEMBER 23, 1993
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF VENICE, FLORIDA
FOR CONSTRUCTION OF THE
VENICE SEGMENT OF THE
SARASOTA COUNTY, FLORIDA, SHORE PROTECTION PROJECT

This Amendment is entered into this 10th day of May, 2004, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Jacksonville District Engineer, and the CITY OF VENICE, FLORIDA (hereinafter the "Local Sponsor"), represented by the Mayor of Venice.

WITNESSETH THAT:

WHEREAS, construction of the Venice Segment of the Sarasota County, Florida Shore Protection Project has been completed pursuant to a Local Cooperation Agreement (hereinafter the "Agreement") entered into between the parties on December 23, 1993; and

WHEREAS, the Local Sponsor has constructed the artificial reef that was a project feature, and has relocated several stormwater outfalls, prior to October 1998; and

WHEREAS, the Congress of the United States in the 2002 Energy and Water Development Appropriations Act, Public Law 107-66, provided as follows:

"Provided further, That the Secretary of the Army, acting through the Chief of Engineers, is directed to use up to \$900,000 of funds previously appropriated to reimburse the City of Venice, Florida, for the costs incurred by the City prior to October 1998 for work accomplished by the City related to the relocation of the stormwater outfalls and the construction of the artificial reef that comprises an integral part of the project for beach nourishment, in Sarasota County, Florida"; and

WHEREAS, The amount of reimbursement that may be afforded the Local Sponsor for the work accomplished by the Local Sponsor shall be subject to the applicable limitations contained in Section 101 of the Energy and Water Development Appropriations Act, 2004, Public Law 108-137; and

WHEREAS, Section 101 of the Energy and Water Development Appropriations Act, 2004, Public Law 108-137, provides that credits and reimbursements afforded under certain general authorities and under project specific authority shall not exceed \$10,000,000 per project per year, nor shall they exceed \$50,000,000 for all applicable projects in each fiscal year; and

WHEREAS, the parties desire to amend the Local Cooperation Agreement to reimburse the Local Sponsor as directed by Congress.

NOW THEREFORE, the parties do hereby agree as follows:

1. ARTICLE VI of the Agreement, METHOD OF PAYMENT, is hereby amended by adding new paragraphs k., l. and m. as follows--

k. Subject to the following paragraph, the Government shall reimburse the Local Sponsor for its costs incurred prior to October 1998 for the construction of the 1.82 acre artificial reef that is a required project feature of the Venice Segment of the Sarasota County, Florida Shore Protection Project, and for its costs incurred prior to October 1998 for the relocation of stormwater outfalls related to the Venice Segment of the Sarasota County, Florida Shore Protection Project.

l. The costs referenced in the preceding paragraph shall be reimbursed if, after audit, they are determined to be reasonable, necessary, allocable and allowable costs incurred by the Local Sponsor in the planning, permitting, engineering, design and construction of the 1.82 acre artificial reef, and of the relocated stormwater outfalls needed for project implementation.

m. The amount to be reimbursed to the Local Sponsor shall be limited to the \$900,000 previously appropriated in the appropriations act for the 1997 fiscal year, and shall be subject to the availability of such appropriations.

2. All terms and conditions of the Agreement shall remain in full force and effect, unless (and only to the extent) inconsistent with the terms and conditions of this Amendment.

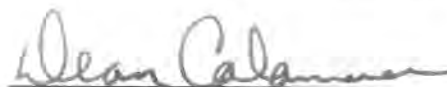
IN WITNESS WHEREOF, the parties hereto have executed the Amendment No. 1 as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

CITY OF VENICE, FLORIDA

A handwritten signature in cursive script, reading "Robert M. Carpenter", written over a horizontal line.

Robert M. Carpenter
Colonel, U.S. Army
District Engineer

A handwritten signature in cursive script, reading "Dean Calanner", written over a horizontal line.

Mayor

CERTIFICATE OF AUTHORITY

I, _____ do hereby certify that I am the principal legal officer of the City of Venice, Florida, that the City of Venice, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Venice, Florida in connection with the Sarasota County Shore Protection Project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Venice, Florida have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2004.

A handwritten signature in dark ink, appearing to read "R.C." followed by a stylized surname, is written over a horizontal line.

Attorney For
City of Venice, Florida

CERTIFICATION REGARDING LOBBYING

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

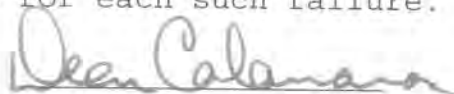
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 Section 1352, Title 31, U.S. Code. 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.

DATE: 23 April 2004



Mayor
City of Venice, Florida

CERTIFICATION OF LEGAL REVIEW

The draft Amendment No. 1 to the Sarasota County Shore Protection Project, Venice Segment, has been fully reviewed by the Office of Counsel, USAED, Jacksonville, and is legally sufficient.



John Pax
Assistant District Counsel