

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE MANATEE COUNTY, FLORIDA
FOR
A CYCLE OF PERIODIC NOURISHMENT
FOR
THE MANATEE COUNTY, FLORIDA
SHORE PROTECTION PROJECT

THIS AGREEMENT is entered into this 22nd day of November, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the Jacksonville District, and the Manatee County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the County Administrator.

WITNESSETH, THAT:

WHEREAS, initial construction and periodic nourishment of the locally preferred plan for the Manatee County, Florida coastal storm risk management project at Manatee County, Florida was authorized by Section 201 of the River and Harbor Act of 1965, Public Law 89-298 (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, the Government and the Non-Federal Sponsor previously executed a local cooperation agreement for initial construction and periodic nourishment of the Project on August 4, 1992 and amended the local cooperation agreement on September 21, 2000;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to periodic nourishment of the Project;

WHEREAS, the Government and Non-Federal Sponsor desire to enter into a Project Partnership Agreement to undertake a cycle of periodic nourishment for the Project (hereinafter the "periodic nourishment work", as defined in Article I.C. of this Agreement);

WHEREAS, no additional real property interests or relocations are required to undertake the periodic nourishment work;

WHEREAS, to the extent that appropriations provided under the Construction heading, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter "BBA 2018"), are available and used to fund the periodic nourishment costs, the Government is authorized to finance the Non-Federal Sponsor's cash contributions required to meet its share of the periodic nourishment costs, currently estimated at \$8,909,309, in accordance with the provisions of Section 103(k) of the Water Resources Development Act of 1986 (33 U.S.C. 2213(k)), with the interest rate for deferred payments

determined in accordance with Section 106 of the Water Resources Development Act of 1986 (33 U.S.C. 2216);

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the periodic nourishment work; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the locally preferred plan consisting of initial construction and periodic nourishment of approximately 4.2 miles of shoreline on Anna Maria Island; establishment of an approximately 0.5 mile long beach fill transition zone to the south; the removal of debris; and the construction of approximately 4.6 acres of mitigation, as generally described in the General Design Memorandum (GDM) with Supplemental Environmental Impact Statement for Manatee County, Florida Shore Protection Project, dated July 1989, last revised September 1991, and approved by the Chief of Engineers on February 6, 1992 (hereinafter the "Decision Document").

B. The term "NED Plan" means the national economic development plan consisting of initial construction and periodic nourishment of approximately 4.2 miles of shoreline on Anna Maria Island and construction of one groin near the southern end of the project; the removal of debris; and construction of approximately 4.13 acres of mitigation, as generally described in the Decision Document.

C. The term "periodic nourishment work" means the cycle of periodic nourishment for the Project covered by this Agreement.

D. The term "periodic nourishment costs" means all costs incurred by the Government and Non-Federal Sponsor for the cycle of periodic nourishment for the NED Plan that are allocated to coastal storm risk management and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to: the Government's costs of engineering, design, and construction; the Government's supervision and administration costs; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; additional work; or betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement. In addition, the term "periodic nourishment costs" does not include costs allocated by the Government to beach improvements with exclusively private benefits; to improvements and

other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation; or to LPP incremental costs.

E. The term "LPP incremental costs" means the costs allocated by the Government to coastal storm risk management that are in excess of the periodic nourishment costs.

F. The term "functional portion thereof" means a portion of the periodic nourishment work that has been completed and that can function independently, as determined in writing by the District Commander for Jacksonville District (hereinafter the "District Commander"), although the remainder of the periodic nourishment work is not yet complete.

G. The term "betterment" means a difference in construction of an element of the periodic nourishment work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

H. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

I. The term "additional work" means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the periodic nourishment work, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct the periodic nourishment work using BBA 2018 funds and funds provided by the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall contribute 35 percent of the periodic nourishment costs, which is defined in Article I.D.; 100 percent of the costs allocated by the Government to beach improvements with exclusively private benefits; 100 percent of the costs allocated by the Government to improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation; and 100 percent of the LPP Incremental costs, as follows: The Government shall determine the cash contributions that otherwise would have been required from the Non-Federal Sponsor to meet its 35 percent share of the periodic nourishment costs. To the extent BBA 2018 funds are available, the Government, in accordance with the provisions of Article IV.B., may defer payment of the cash contributions that the Non-Federal Sponsor would have otherwise been required to provide to meet its share of periodic nourishment costs. However, for LPP incremental costs, costs allocated by the Government to beach improvements with exclusively private benefits, and costs for improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, the Non-Federal

Sponsor, in accordance with Article IV.C., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in the periodic nourishment costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the periodic nourishment work, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing of such completion. The Government's undertaking this cycle of periodic nourishment has no effect on the Non-Federal Sponsor's continuing responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project. If this cycle of periodic nourishment changes those responsibilities, the Non-Federal Sponsor, at no cost to the Government, shall commence any additional responsibilities upon notification from the Government. The Government shall furnish the Non-Federal Sponsor with an updated Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") to include the periodic nourishment work and copies of all as-built drawings for such completed work.

F. At least annually and after storm events, the Non-Federal Sponsor, at no cost to the Government, shall perform surveillance of the Project to determine losses of material and provide results of such surveillance to the Government.

G. For shores, other than Federal shores, protected pursuant to this Agreement using Federal funds, the Non-Federal Sponsor shall ensure the continued public use of such shores compatible with the authorized purpose of the Project.

H. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, and other associated public use facilities, open and available to all on equal terms, for the Project.

I. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

J. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of coastal storm risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

K. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the periodic nourishment work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

L. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

M. In addition to the ongoing, regular discussions of the parties in the delivery of the periodic nourishment work, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Non-Federal Sponsor shall be solely responsible for any costs it incurs for participation in the Project Coordination Team, without reimbursement by the Government.

N. The Non-Federal Sponsor may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander for South Atlantic Division (hereinafter the "Division Commander"). If the Government agrees to such request, the Non-Federal, in accordance with Article IV.C., shall provide funds sufficient to cover such costs in advance of the Government performing the work.

O. Notwithstanding any other provision in this Agreement, in the event that there are insufficient BBA 2018 funds available to fund the periodic nourishment costs, funding of such additional costs shall be subject to receiving Federal funds appropriated by the Congress, and to the extent that Federal funds other than BBA 2018 funds are used, financing is not available for

any required cash contribution, and the Non-Federal Sponsor must provide such amounts in accordance with the following:

1. The Government shall determine the amount of funds required from the Non-Federal Sponsor to meet its cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article IV.B.1.c.

2. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article IV.B.1.c.

ARTICLE III - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for the periodic nourishment work. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction

by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE IV - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, periodic nourishment costs are projected to be \$20,523,263, with Government's share of such costs projected to be \$11,613,954 and the Non-Federal Sponsor's share of such costs projected to be \$8,909,309. The LPP incremental costs are projected to be \$855,263. Costs allocated to beach improvements with exclusively private benefits are projected to be \$0. Costs allocated to improvements or other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation are projected to be \$0. Costs for betterments are projected to be \$0. These amounts are estimates only that are 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.

B. Deferred Payment of Cash Contributions for Periodic Nourishment Costs. To the extent BBA 2018 funds are available to fund the Non-Federal Sponsor's share of periodic nourishment costs, the following provisions apply:

1. During construction of the periodic nourishment work, the Government will maintain records of monthly Federal expenditures of periodic nourishment costs and determine non-Federal share of such expenditures.

a. The Government shall charge interest on the non-Federal share of each monthly amount. Interest shall be compounded annually on the anniversary of each monthly amount until the date construction of the periodic nourishment work is completed or terminated, as applicable. If such anniversary is less than twelve months, the Government will prorate the interest charges.

b. The Government shall provide the Non-Federal Sponsor with monthly reports of all such monthly amounts incurred to date and the estimated interest charges applied to each monthly amount through that quarter.

c. If the Non-Federal Sponsor elects to make a payment of funds during construction of the periodic nourishment work or the Government determines at any time that it does not have sufficient funds to allow the Non-Federal Sponsor to defer its cash contributions pursuant to the provisions of paragraph B. of this Article, the Non-Federal Sponsor shall provide such funds by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

2. Pursuant to Article II.E. or Article V, the District Commander shall provide written notification to the Non-Federal Sponsor of the date construction of the periodic nourishment work was completed or terminated, as applicable. After such notification, the Government shall conduct a final accounting to determine the periodic nourishment costs and each party's required share thereof, and each party's total contributions thereto. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of periodic nourishment costs, including contract claims or any other liability that may become known after the final accounting.

3. Not later than 30 calendar days after the date of the District Commander's written notice pursuant to paragraph B.2. of this Article, the Government shall complete the final accounting and notify the Non-Federal Sponsor in writing of the principal amount, which includes that portion of the non-Federal cash contributions that have been deferred plus interest during construction, and the initial annual installments of the principal amount amortized over a period of 30-years using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The payment period begins on the date the Government notifies the Non-Federal Sponsor of the principal amount and the initial annual installments.

4. The Government shall recalculate the annual installments at five-year intervals by amortizing the outstanding portion of the principal amount over the remaining portion of the payment period using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The Government shall notify the Non-Federal Sponsor in writing of the recalculated annual installments. The last installment shall be adjusted upward or downward to assure payment of all the indebtedness.

5. The Non-Federal Sponsor shall pay the first installment no later than 60 calendar days after the date of the Government's notification pursuant to paragraph B.3. of this Article, and each annual installment thereafter on the anniversary date of such notification, by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander or providing an Electronic Funds Transfer in accordance with procedures established by the Government. The Non-Federal Sponsor, in its sole discretion, may prepay the principal amount, in whole or in part, at any time without penalty.

C. For costs allocated to beach improvements with exclusively private benefits, costs of improvements or other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, and LPP incremental costs, or if the Government agrees to undertake additional work or betterments on

behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 60 calendar days from receipt of written notice from the Government.

ARTICLE V - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate implementation of the periodic nourishment work unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available in BBA 2018 for implementation of the periodic nourishment work are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article III.

D. In the event of termination, the parties shall conclude their activities relating to implementation of the periodic nourishment work. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including resolution of contract claims and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum 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.

ARTICLE VI - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement

of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to total costs of the periodic nourishment work and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the periodic nourishment work. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement by the Government.

ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

County Administrator
Manatee County Board of County Commissioners
P.O. Box 1000
Bradenton, Florida 34206

If to the Government:

District Commander
Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

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

ARTICLE XI - CONFIDENTIALITY

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

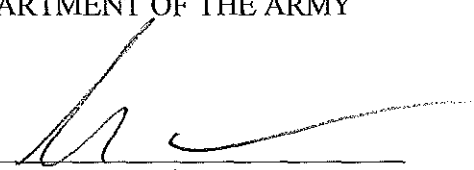
ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

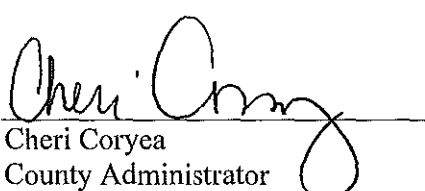
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

MANATEE COUNTY, FLORIDA

BY: 

Andrew D. Kelly
Colonel, U.S. Army
District Commander

BY: 

Cheri Coryea
County Administrator

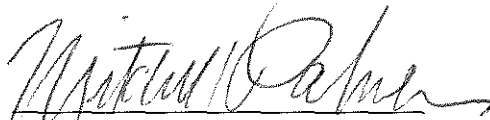
DATE: 11/22/19

DATE: 11/19/19

CERTIFICATE OF AUTHORITY

I, Mitchell Palmer, do hereby certify that I am the principal legal officer for Manatee County, Florida, that Manatee County, 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 Manatee County, Florida in connection with the Manatee County, Florida Shore Protection Project, 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 Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of Manatee County, Florida acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
19th day of November 2019.



Mitchell Palmer
County Attorney

CERTIFICATION REGARDING LOBBYING

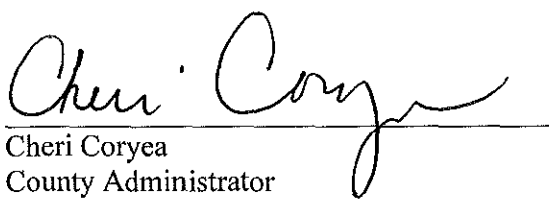
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.


Cheri Coryea
County Administrator
Manatee County, Florida

DATE: 11/19/10

**Information Paper for
For Additional Sand Placement at the
Coquina Park Beach in Connection with the Periodic Renourishment of the
Manatee County, Florida Shore Protection Project
1 November 2020**

Purpose: The purpose of this document is to provide information associated with the request for the South Atlantic Division Commander to approve additional work in Connection with Periodic Renourishment of the Manatee County, Florida Shore Protection Project (SPP). The additional sand placement would be located at the Coquina Beach, in Manatee County, Florida. The Federal SPP Project is located immediately north of this area along Anna Maria Island in Manatee County, Florida. Significant cost savings can be realized by accomplishing the additional work in conjunction with the periodic renourishment.

Project Authorization and Implementation History: The Federal SPP Project was initially authorized by Section 201 of the Flood Control Act of 1965 (P.L. 89-298), and approved by the Committees on Public Works of the House of Representatives and Senate on 20 November 1975 and 31 May 1974, respectively. On 4 August 1992, the Corps and Manatee County (NFS) executed a Local Cooperation Agreement, which was amended by Amendment Number One dated 21 September 2000. A new Project Partnership Agreement for a cycle of periodic nourishment for the Manatee County SPP Project with the option to accept additional work is transmitted for approval with this information package.

In 2013, the NFS placed sand on Coquina Beach at its own expense. The non-Federal project was authorized by Florida Department of Environmental Protection (FDEP) permit # 0281452-001-JC and Department of Army (DA) permit #SAJ-2000-3874 (SP-CJW). In 2013, the Federal SPP Project was nourished; at that time the NFS did not request additional sand placement at Coquina Beach. Currently, Coquina Beach is severely eroded and needs nourishment.

Status of Project Implementation: The advertisement for the contract for the Federal project is scheduled for release by 10 December 2019. Construction of the Federal project is scheduled to be completed by 27 July 2020.

The additional work is to renourish the Coquina Beach area that was previously nourished by the NFS in 2013. An FDEP permit for the additional work has been submitted to FDEP and will be obtained prior to the initiation of any work. A DA Permit application for the additional work has also been submitted and will be obtained prior to the initiation of any work. If approved, the additional work would be added to the contract and included in the advertisement, with the work being performed in conjunction with the periodic renourishment of the federal project.

Work to be Performed: The additional work consists of the renourishment of approximately 8,000 linear feet (2,440 meters) of the beach at Coquina Beach at the south end of Anna Maria Island. The project's LPP consists of a 0.5 mile taper extending from FDEP R-monument R-33 to R-36, at 100% non-federal expense. The additional work extends from R-33 to R-41 to create a uniform berm throughout the

tapered area and then extend the uniform berm to R-41, at 100% non-federal expense. A total estimated quantity of 235,000 cubic yards of sand is needed for the reach from R-33 to R-41 and will be excavated from a previously-utilized borrow source located offshore at the North end of Anna Maria Island, and the work is expected to be performed by hydraulic dredging. The additional work is expected to occur as the last order of work upon completion of the periodic renourishment for the Federal Project.

Estimated Costs of the Proposed Additional Work: Because the proposed activities are similar for both the Federal Project and the additional work, the major cost savings will come from sharing the mobilization and demobilization costs. A breakdown of anticipated costs is provided below:

Table 1: Estimated Costs of the Additional Work

ACTIVITY	Non-Federal Project
Mobilization and Demobilization	\$1,000,000
Beach Replenishment	\$4,250,000
Associated General Items	\$100,000
Engineering and Design	\$250,000
Construction Management	\$575,000
Total Additional Work Costs	\$6,175,000

Advantage of Requested Additional Work to the Public: The segment to be renourished is the beach area of Coquina Beach. Public benefits would include preservation of public access to fishing and recreational opportunities and preservation and storm protection of existing infrastructure. The additional work would enhance sea turtle and shorebird habitat and would not adversely affect public health, safety, and welfare or the property of others. The additional work would not affect the conservation of fish and wildlife; navigation or the free flow of water; or fishing, recreational or marine productivity. Furthermore, combining the additional work with renourishment of the Federal Project provides cost savings to include shared mobilization costs and will reduce the rate of sand loss near the south end of the Federal Project.

Impact on Other Work in the District for Which Funds have been Appropriated: The addition of this work will not adversely impact the District's ability to conduct Congressionally-authorized activities. Jacksonville District has sufficient capacity to meet its scheduled workload.