

AMENDMENT NUMBER 1
TO THE
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 Amendment Number 1 is entered into this 15th day of October, 2020, 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, on November 22, 2019, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement (hereinafter the "Agreement") for a cycle of periodic nourishment for the Manatee County, Florida Shore Protection Project;

WHEREAS, on September 30, 2020, the District Commander for the Jacksonville District approved the Manatee County, Florida Shore Protection Project in Manatee County, Florida, Engineering Documentation Report: Dune Resilience, dated September 2020, refining the design of the Manatee County, Florida Shore Protection Project; and

WHEREAS, the Parties desire to amend the Agreement to reflect the design changes in the Engineering Documentation Report.

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

1. Insert after the sixth WHEREAS clause the following:

"WHEREAS, on September 30, 2020, the District Commander for the Jacksonville District approved the Manatee County, Florida Shore Protection Project in Manatee County, Florida, Engineering Documentation Report: Dune Resilience, dated September 2020, refining the design of the Manatee County, Florida Shore Protection Project;"

2. Delete Article I.A. and replace it with the following:

"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, with modifications as described in the Engineering Documentation Report (EDR), approved by the District Commander for the Jacksonville District on September 30, 2020. The GDM and EDR are hereinafter collectively referred to as the "Decision Document"."

3. Delete Article I.D. and replace it with the following:

"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, including preparation of the Engineering Documentation Report for resiliency; 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."

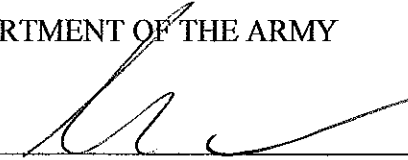
4. All other terms and conditions of this Agreement remain unchanged.

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

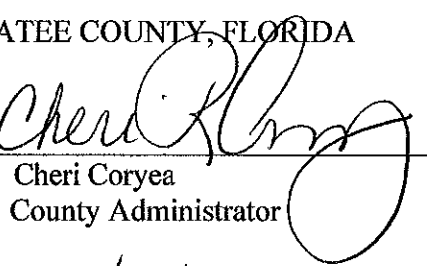
DEPARTMENT OF THE ARMY

MANATEE COUNTY, FLORIDA

BY:


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

BY:


Cheri Coryea
County Administrator

DATE:

10/1/26

DATE:

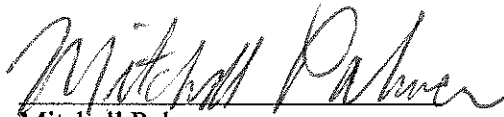
9/30/20

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 Amendment Number 1 to 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 Amendment, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of Manatee County, Florida acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

30th day of Sept. 2020.

A handwritten signature in cursive script, reading "Mitchell Palmer", written over a horizontal line.

Mitchell Palmer
County Attorney

CERTIFICATION REGARDING LOBBYING

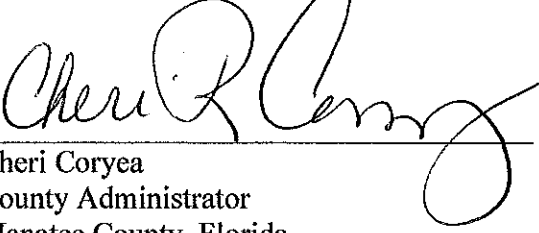
The undersigned certifies, to the best of his or her knowledge and belief that:

(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: 9/30/20