

AMENDMENT NO. 2
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
BREVARD COUNTY, FLORIDA
FOR CONSTRUCTION OF THE
BREVARD COUNTY, FLORIDA SHORE PROTECTION PROJECT

This Amendment No. 2 is entered into this 31st day of August, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Jacksonville District and Brevard County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the Brevard County Board of County Commissioners.

WITNESSETH THAT:

WHEREAS, on April 20, 2000, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the "Agreement") for construction of the Phase I (north reach) and Phase II (south reach) segments of the Brevard County, Florida Shore Protection Project (hereinafter the "Project");

WHEREAS, on August 8, 2013, the Agreement was amended to afford a credit towards the non-Federal share of the Project in the amount of \$8,576,176 for costs incurred by the Non-Federal Sponsor to respond to damages to the Project resulting from the Canaveral Harbor Federal Navigation Project; and

WHEREAS, in lieu of affording the credit toward the South Reach segment of the Project, the parties acknowledge and agree that the full amount of the aforementioned credit will be applied to the Mid-Reach Segment of the Brevard County, Florida Shore Protection Project.

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

1. Replace the fourth through the eighth WHEREAS clauses with the following:

"WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost sharing requirements applicable to the Project;"

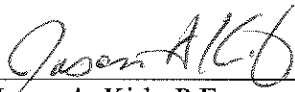
2. Revise Article II.G.1.b. by deleting "(b) the credit to be afforded in accordance with paragraph G.2. of this Article; and (c)" and inserting "and (b)".

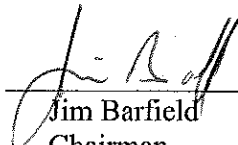
3. Revise Article II.G.1.c. by deleting “the credit afforded in accordance with paragraph G.2 of this Article; (c)” and by deleting “(d)” and inserting “(c)”.
4. In Article II.G., delete paragraph 2. in its entirety and renumber paragraph 3. as paragraph 2.
5. In Article VI.F.2., delete “subject to the availability of funds and as limited by Article II.G.2. of this Agreement, shall refund” and insert “subject to the availability of funds, shall refund”.
6. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY


BREVARD COUNTY, FLORIDA

BY: 
 Jason A. Kirk, P.E.
 Colonel, U.S. Army
 District Engineer

BY: 
 Jim Barfield
 Chairman
 Board of County Commissioners
 As approved by the Board on July 12, 2016

DATE: 31 AUG 2016

DATE: 8/30/16

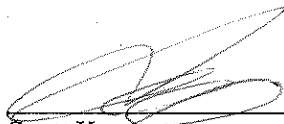
ATTEST: 
 Scott Ellis, Clerk

CERTIFICATE OF AUTHORITY

I, Scott Knox, do hereby certify that I am the principal legal officer of Brevard County, Florida, that Brevard County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment No. 2 to the Agreement between the Department of the Army and Brevard County, Florida in connection with the Brevard 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 No. 2, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Amendment No. 2 on behalf of Brevard County, Florida have acted within their statutory authority.

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

30th day of August 2016.



Scott Knox
County Attorney
Brevard County, Florida

CERTIFICATION REGARDING LOBBYING

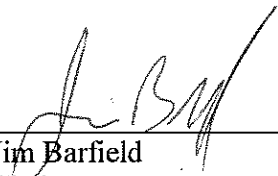
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 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.



Jim Barfield
Chairman
Brevard County Board of County
Commissioners

DATE: 8/30/16