

AMENDMENT NO.1
TO
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TOWN OF CAROLINA BEACH, NORTH CAROLINA
FOR CONSTRUCTION OF THE
CAROLINA BEACH & VICINITY – CAROLINA BEACH PORTION
HURRICANE WAVE AND SHORE PROTECTION PROJECT

THIS AMENDMENT NO.1 is entered into this 6 day of July, 2015, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Wilmington District (hereinafter the “District Engineer”) and the Town of Carolina Beach (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into an agreement on July 29, 1994 (hereinafter the “Agreement”) for construction of the Carolina Beach and Vicinity - Carolina Beach Portion, Hurricane Wave and Shore Protection Project at Carolina Beach, North Carolina (hereinafter the “Project”, as defined by Article 1.A. of the Agreement);

WHEREAS, Section 934 of the Water Resources Development Act of 1986, Public Law 99-662, authorized the Government to extend Federal participation in continued beach nourishment at Carolina Beach & Vicinity – Carolina Beach Portion until 2014;

WHEREAS, Section 1037(a)(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121, provides that for any existing authorized water resources development project for which the maximum period for nourishment will expire within the five-year period beginning on the date of enactment of the Water Resources Reform and Development Act of 2014, that project shall remain eligible for nourishment for an additional three years after the expiration of such period; and

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to reflect that the Project remains eligible for a one-time only nourishment until 2017.

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

1. The following is inserted after the fifth WHEREAS clause:

“WHEREAS, Section 1037(a)(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121, provides that for any existing authorized water resources development project for which the maximum period for nourishment will expire within

the five-year period beginning on the date of enactment of the Water Resources Reform and Development Act of 2014, that project shall remain eligible for nourishment for an additional three years after the expiration of such period;”

2. The first sentence of Article I.A. is amended by striking the current sentence and replacing with the following:

“The term “Project” shall mean the periodic nourishment for the existing project dimension for a period of 53 years from the date of initiation of construction, 1964 through 2017.”

3. Article II.A.3. is amended by striking “\$41,650,000” in the first sentence and replacing it with “\$54,199,000”.

4. The third sentence of Article VI.A. is amended by striking the current sentence and replacing with the following:


“On the effective date of this Agreement, total project costs are projected to be \$54,199,000, and the Non-Federal Sponsor’s cash contribution required under Article II.D. of this Agreement is projected to be \$18,962,000.”

5. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY:


Kevin P. Landers, Sr.
Colonel, U.S. Army
District Engineer

TOWN OF CAROLINA BEACH, NC

BY:


Dan Wilcox
Mayor
Town of Carolina Beach, NC

DATE: 6 Jul 2015

DATE: 6/25/2015

CERTIFICATE OF AUTHORITY

I, Noel Fox, do hereby certify that I am the principal legal officer of the Town of Carolina Beach, North Carolina, that the Town of Carolina Beach, North Carolina is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment No. 1 to the Project Cooperation Agreement between the Department of the Army and the Town of Carolina Beach, North Carolina in connection with the Construction of the Carolina Beach & Vicinity – Carolina Beach Portion, Hurricane Wave and 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. 1 and that the persons who have executed this Amendment No. 1 on behalf of the Town of Carolina Beach, North Carolina have acted within their statutory authority.

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

25th day of JUNE, 2015.



Noel Fox
Town Attorney

CERTIFICATION REGARDING LOBBYING

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

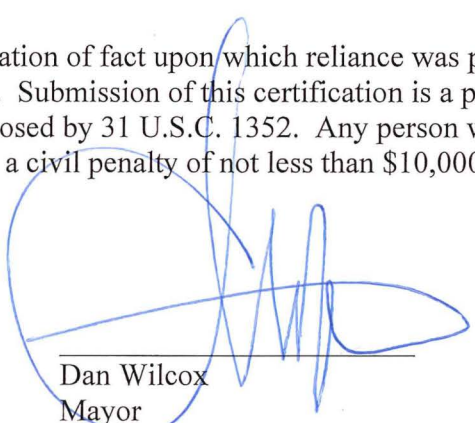
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

DATE: 6/25/2015



Dan Wilcox
Mayor
Town of Carolina Beach, NC