

AMENDMENT NUMBER 1
TO
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
FOR DESIGN AND CONSTRUCTION OF THE
NEWBURYPORT HARBOR AND PLUM ISLAND AND SALISBURY BEACHES
BENEFICIAL USE OF DREDGED MATERIALS PROJECT

THIS AMENDMENT NUMBER 1, entered into this 21st day of June, 2010, by and between Department of the Army (hereinafter the "Government") represented by the U.S. Army Corps of Engineers, New England District and the Commonwealth of Massachusetts (hereinafter the "Non-Federal Sponsor"), represented by the Commissioner of the Department of Conservation and Recreation.

WITNESSETH THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement dated November 9, 2009 (hereinafter the "Agreement") for certain services associated with the Newburyport Harbor and Plum Island and Salisbury Beaches Beneficial Use of Dredged Materials Project (hereinafter the "*Project*", as defined in Article I.A. of the Agreement); and

WHEREAS, since the execution of the Agreement the cost of the *Project* and the Non-Federal Sponsor's cash contribution to the *Project* have increased, which make it necessary to amend the PPA


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

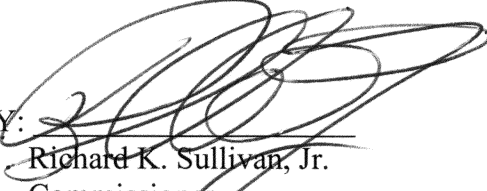
1. Article II A. 5. is amended by striking the figure "\$2,360,000" and substituting the figure "\$3,992,500" therefore.
2. Article VI A. 1. is amended by replacing "As of the effective date of this Agreement" with "As of the effective date of Amendment Number 1 of this Agreement"; striking the figure "\$1,840,000" in line 2 and substituting the figure "\$3,194,000"; striking the figure "\$2,460,000" in line 2 and substituting the figure "\$2,945,000"; and striking the figure "\$604,000" in line 9 and substituting the figure "\$1,077,900" therefore.
3. All other provisions of the Agreement shall remain in full force and effect unless duly modified or amended.

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

DEPARTMENT OF THE ARMY

COMMONWEALTH OF MASSACHUSETTS

BY: 
Philip T. Feir
Colonel, Corps of Engineers
District Engineer
New England District

BY: 
Richard K. Sullivan, Jr.
Commissioner
Department of Conservation &
Recreation

DATE: 15 June 2010

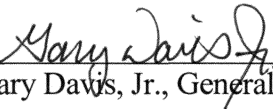
DATE: 6/21/10

CERTIFICATE OF AUTHORITY

I, Gary Davis, Jr., do hereby certify that I am the principal legal officer for the Department of Conservation and Recreation of the Commonwealth of Massachusetts, that the Department of Conservation and Recreation 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 Commonwealth of Massachusetts, Department of Conservation and Recreation in connection with the Newburyport Harbor and Plum Island and Salisbury Beaches Beneficial Use of Dredged Materials Project at Newbury, Massachusetts, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment Number 1 to the Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Commonwealth of Massachusetts, Department of Conservation and Recreation have acted within their statutory authority.

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

21st day of June 2010.



Gary Davis, Jr., General Counsel

CERTIFICATION REGARDING LOBBYING

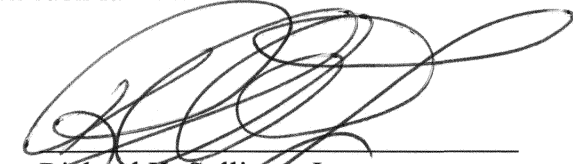
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



Richard K. Sullivan, Jr.
Commissioner
Department of Conservation & Recreation

DATE: 02/11/10