

AMENDMENT NO. 1
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
WOOD RIVER DRAINAGE AND LEVEE DISTRICT
FOR CONSTRUCTION OF THE
WOOD RIVER DRAINAGE AND LEVEE DISTRICT,
MADISON COUNTY, ILLINOIS,
GRASSY LAKE PUMP STATION PROJECT

THIS AMENDMENT NO. 1 is entered into this 29th day of June, 2006, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, St. Louis District, and Wood River Drainage and Levee District (hereinafter the "Non-Federal Sponsor"), represented by its President.

WITNESSETH, THAT:

WHEREAS, construction of the Wood River Drainage and Levee District, Madison County, Illinois (Grassy Lake Pump Station) Project, at the left bank of the Mississippi River, between river miles 195 and 203 above the mouth of the Ohio River, in Madison County, IL, was authorized by the Flood Control Act of June 28, 1938 and modified by the Flood Control Act of October 27, 1965;

WHEREAS, on October 28, 2005, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the "Agreement") for the construction of the Wood River Drainage and Levee District, Madison County, Illinois, Grassy Lake Pump Station Project;

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to reduce the amount of improvements to the existing collector ditch.

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

1. Article I.A. of the Agreement is hereby amended in its entirety to read as follows:

"A. The term "Project" shall mean construction of a new 45 cubic feet per second pump station on the north side of the Cahokia Canal and just west of Route 111, approximately 350 feet of new collector ditch, improvements to 240 feet of existing collector ditch, installation of a new culvert, and modification of an existing gravity drain, as generally described in the Engineering Documentation Report, dated July, 2000 and approved by the U.S. Army Engineer, St. Louis District on July 21, 2000 and the

Letter Report, dated March 2006 and approved by the U.S. Army Engineer, St. Louis District on April 10, 2006.”

2. Article II.A.4. of the Agreement is hereby amended in its entirety to read as follows:

“4. As of the effective date of this Agreement, \$1,122,000 of Federal funds is currently projected to be available for the Project. The Government makes no commitment to request Congress to provide additional Federal funds for the Project. Further, the Government’s financial participation in the Project is limited to the Federal funds that the Government makes available to the Project.”

3. Article VI.A. of the Agreement is hereby amended in its entirety to read as follows:

“A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs and costs due to betterments. By January 31 of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs due to betterments, of the components of total project costs, of each party’s share of total project costs, of the Non-Federal Sponsor’s total cash contributions required in accordance with Articles II.B., II.D., and II.E. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$1,463,600, and the Non-Federal Sponsor’s cash contribution required under Article II.D. of this Agreement is projected to be \$235,900. Such amounts are estimates 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.”

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

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

DEPARTMENT OF THE ARMY

WOOD RIVER DRAINAGE
AND LEVEE DISTRICT

BY:

LFS
LFS LTC, EN
LEWIS F. SETLIFF III
Colonel, Corps of Engineers
District Engineer
St. Louis District

BY:

Leroy Emerick
LEROY EMERICK
President, Board of Commissioners
Wood River Drainage
and Levee District

DATE:

29 Jun 06

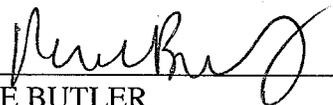
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6/20/06

CERTIFICATE OF AUTHORITY

I, Rene Butler, do hereby certify that I am the principal legal officer of the Wood River Drainage and Levee District, that the Wood River Drainage and Levee District is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 1 between the Department of the Army and the Wood River Drainage and Levee District in connection with the Wood River Drainage and Levee District, Madison County, Illinois, Grassy Lake Pump Station Project, and to pay damages in accordance with the terms of this Amendment No. 1, if necessary, in the event of the failure to perform, and that the persons who have executed Amendment No. 1 on behalf of the Wood River Drainage and Levee District have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
20 day of June, 2006.



RENE BUTLER
Attorney
Wood River Drainage and Levee District

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 Section 1352, Title 31, U.S. Code. 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.



LEROY EMERICK

President, Board of Commissioners
Wood River Drainage and Levee District

DATE: 6/20/04