

1 **WHEREAS**, on July 27, 2001, the USACE and SFWMD entered into the First
2 Amendment to the Project Cooperation Agreement for the Modified Waters Project for the
3 purpose of setting forth substitute project features for the 8.5 Square Mile Area in
4 accordance with the Florida 8.5 Square Mile General Reevaluation Report; and

5 **WHEREAS**, the Tamiami Trail features have been further reevaluated in the
6 Tamiami Trail Draft Limited Reevaluation Report, dated April 2008, which reevaluated
7 alternatives for modifying Tamiami Trail within the Project area from Krome Avenue to the
8 S-333 Structure; and

9 **WHEREAS**, as depicted on the attached map, the tentatively selected plan in the
10 Draft Limited Reevaluation Report provides for the USACE (1) building a one-mile eastern
11 bridge and removing the one mile of roadbed to allow the conveyance of water under the
12 bridge into Everglades National Park and (2) modifying the remaining approximately 9.7
13 miles of the Tamiami Trail in the Project Area to enable the L-29 canal to operate at stages
14 up to 8.5 feet NGVD; and

15 **WHEREAS**, the tentatively selected plan provides substantial benefits with respect
16 to the restoration of natural hydrologic conditions in Everglades National Park by providing
17 additional flows of water into the Park through Tamiami Trail; and

18 **WHEREAS**, the USACE and SFWMD desire to enter into a Second Amendment to
19 the Project Cooperation Agreement for the Modified Waters Project to implement the
20 Tamiami Trail features as set forth in the Final Limited Reevaluation Report; and

21 **WHEREAS**, the Second Amendment, consistent with the existing Project
22 Cooperation Agreement, provides that the SFWMD operate and maintain flow beneath the
23 future bridge and through culverts in Tamiami Trail as part of SFWMD's operation and
24 maintenance responsibilities under the Project Cooperation Agreement; and

25 **WHEREAS**, the Second Amendment does not alter the parties existing financial
26 obligations under the Project Cooperation Agreement, namely that the USACE is 100%
27 responsible for construction of the Tamiami Trail features and that operation and
28 maintenance is cost-shared 75/25 (USACE/SFWMD); and

29 **WHEREAS**, as estimated in the Draft Limited Reevaluation Report, the SFWMD
30 estimated cost-share for the operation and maintenance for the Tamiami Trail features is
31 approximately \$30,000 per year; and

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