

**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA,
THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT
AND
WEST JEFFERSON LEVEE DISTRICT
FOR REHABILITATION OF A FEDERAL HURRICANE/SHORE
PROTECTION PROJECT**

THIS AGREEMENT is entered by and between the **DEPARTMENT OF THE ARMY** (hereinafter the "Government"), represented by the District Engineer, New Orleans District, U. S. Army Corps of Engineers (hereinafter "District Engineer"), the **LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT** (hereinafter "DOTD"), represented by the Secretary of the Louisiana Department of Transportation and Development, appearing herein as the Non-Federal Sponsor for the construction of the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, and the **WEST JEFFERSON LEVEE DISTRICT** (hereinafter "WJLD") represented by the President of the Board of Commissioners of the Southeast Louisiana Flood Protection Authority - West Bank, appearing herein as the Non-Federal Sponsor for the operation, maintenance, repair, replacement and rehabilitation of the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project (hereinafter collectively "Non-Federal Sponsor").

WITNESSETH THAT:

WHEREAS, the Government constructed a portion of the Hurricane/Shore Protection Project, West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project (hereinafter referred to as "HSPP"), authorized by Water Resources Development Act (hereinafter "WRDA") of 1986, Public Law 99-662 Section 401(b); WRDA of 1996, Public Law 104-303, Section 101, and amended by WRDA 1999, Public Law 106-53, Section 328, and governed by the Local Cooperation Agreement dated December 28, 1990, (hereinafter "LCA"), and Amendment Number 1 of the Local Cooperation Agreement dated April 26, 1999, (hereinafter "Amendment 1"), all which remain in full force and effect;

WHEREAS, pursuant to the Department of Defense, Emergency Supplemental Appropriations Act to Address Hurricanes in the Gulf of Mexico and Pandemic Influenza, 2006, Public Law 109-148 (the 3rd Supplemental Appropriation), authorized the restoration of the project to provide the level of protection for which the project was designed, at full Federal expense, insofar as the restoration of the HSPP is implemented utilizing funds appropriated by the said Act for restoration and reprogrammed thereunder, and/or any additional funds appropriated in the future in support of the restoration authority of the said 3rd Supplemental Appropriation Act;

WHEREAS, the Rehabilitation Effort includes the restoration of the project to provide the level of protection for which the project was designed, all as generally described in the Project Information Report for Rehabilitation Effort for the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated September 7, 2006 and approved by the Deputy Division Engineer on September 11, 2006.

WHEREAS, pursuant to Act 1 of the 2006 First Extraordinary Session of the Louisiana legislature, the Board of Commissioners of the Southeast Louisiana Flood Protection Authority – West Bank became the successor to the Board of Commissioners of the West Jefferson Levee District; with all the powers and duties provided by law for boards of commissioners of levee districts, and the additional powers and duties authorized by said Act; including the authority to execute this Agreement on behalf of the West Jefferson Levee District;

WHEREAS, the Non-Federal Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement; and between DOTD and WJLD all Non-Federal Sponsor responsibilities will be met;

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the Rehabilitation Effort;

WHEREAS, to that end, a committee comprised of representatives of the New Orleans Engineer District of the United States Army Corps of Engineers, DOTD and the Southeast Louisiana Flood Protection Authority - West Bank will meet on a periodic basis to draft and execute a Program Management Plan (PgMP) concerning procedures among the parties to deliver the Rehabilitation Effort. Objectives of this PgMP are to eliminate barriers to excellence and promote continuous improvement by monitoring progress, resources and funding.

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

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term “Rehabilitation Effort” shall mean the restoration and rehabilitation of the levees and floodwalls to the authorized level of protection for which they were

designed all in accordance with the project authority therefore as generally described in the "Project Information Report, Rehabilitation Effort for the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated September 7, 2006 and approved by the Deputy Division Engineer on September 11, 2006 (hereinafter "PIR"). It is understood and agreed that this Project Information Report is subject to change by the Government, at the Government's sole discretion, in consultation with Non-Federal Sponsor.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; the costs of lands, easements, rights of way, borrow, relocations, and dredged or excavated material disposal areas that are not owned, claimed, or controlled by the Non-Federal Sponsor or a non-federal governmental entity; and the cost of investigations to identify the existence of hazardous substances as identified in Article XII.A. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any increased costs for betterments or Non-Federal Sponsor preferred alternatives; periodic nourishment under the project authorization; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort that are owned, claimed, or controlled by the Non-Federal Sponsor.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Non-Federal Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States, shall expeditiously construct the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Non-Federal Sponsor shall be afforded the opportunity to review and comment on all such solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The District Engineer will, in

good faith, consider the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the District Engineer. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the Rehabilitation Effort, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

B. As further specified in Article III, DOTD shall provide an authorization for entry or a right of entry to all lands, easements, and rights-of-way required for the construction, operation and maintenance of the Rehabilitation Effort, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material. As further specified in Article III, the Government, subject to the availability of appropriations, may acquire all lands, easements, and rights-of-way, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material and perform all relocations on behalf of the Non-Federal Sponsor.

C. The Non-Federal Sponsor shall not use Federal funds to meet its share of Rehabilitation Effort costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

D. DOTD shall hold and save the Government free from all damages arising from the construction of the Rehabilitation Effort and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors. WJLD shall hold and save the Government free from all damages arising from the OMRR&R of the Rehabilitation Effort and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

E. The Non-Federal Sponsor may request the Government to accomplish betterments. The Non-Federal Sponsor requesting said betterment shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the requesting Non-Federal Sponsor in accordance with Article IV.

F. WJLD shall prevent future encroachments on the Rehabilitation Effort to the extent of WJLD authority under state law, excluding expropriation (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as new developments on project lands, easements, and rights-of-way or the addition of facilities which might reduce the level of protection the flood damage reduction features afford, hinder operation and maintenance of the project, or interfere with the Rehabilitation Effort's proper function.

ARTICLE III – LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

A. The Government shall determine the lands, easements, and rights of way required for the construction, operation and maintenance of the Rehabilitation Effort, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material (hereinafter “LERRD”) and shall provide the Non-Federal Sponsor with the general written descriptions, including maps as appropriate, of the lands, easements and rights-of-way and the relocations required for the Rehabilitation Effort.

B. Prior to the issuance of the solicitation for each Government contract for construction of the Rehabilitation Effort, DOTD shall provide an authorization for entry on all lands, easements and rights-of-way that are owned, claimed or controlled by the Non-Federal Sponsor as necessary for the construction, operation and maintenance of the project. Such lands include the rights granted by the Government and accepted by DOTD, without warranty, under the GPU, through which the Government granted, without warranty, to DOTD the use of the Government’s right, title, and interest in that portion of the right of way that the Government acquired for constructing, operating, and maintaining the Algiers Canal and related improvements and appurtenant levees authorized by the River and Harbors Act of March 2, 1945, Public Law 79-14. In addition, DOTD shall obtain the necessary rights for construction, operation and maintenance over lands, easements, and rights-of-way owned by any other non-federal governmental entity, as determined necessary by the Government, and provide right of entry for construction thereto.

C. Prior to the issuance of the solicitation for each Government contract for construction of the Rehabilitation Effort on lands, easements, and rights of way that are not owned, claimed or controlled by the Non-Federal Sponsor or other non-federal governmental entities, the necessary rights for construction, operation and maintenance over LERRD, as determined necessary by the Government, shall be acquired by use of the following options or combinations of options, such option(s) to be determined by the Government in consultation with the Non-Federal Sponsor:

1. For so long as commandeering is legally available under state law, DOTD is expected to obtain and provide right of entry to private lands by securing executive commandeering order(s) in accordance with La. R.S. 29:721, et seq. to accommodate current schedules for the Rehabilitation Effort; commandeering will be followed by federal acquisition of the required real property interests by the Government in a timely manner.
2. DOTD may elect not to commandeer, even though commandeering is legally available, if DOTD can acquire necessary real estate interests consistent with project schedules and prior to the solicitation of any contract for which the real estate interests are needed. Such acquisition will be at its expense for which no reimbursement or credit will be afforded in accordance with Article V of this agreement. If DOTD elects not to commandeer but then

cannot acquire necessary real estate interests in accordance with current schedules and prior to the solicitation of any contract for which the real estate interests are needed, then DOTD must notify the Government immediately in writing so that those schedules and solicitations can be adjusted.

3. When commandeering is no longer legally available under state law, acquisition will be made by the Government using federal acquisition methods in accordance with Section D of this Article.

If LERRD is acquired by DOTD, DOTD shall provide the Government with right of entry thereto for construction. Whenever right of entry required for the construction of the Rehabilitation Effort is acquired by commandeering on behalf of DOTD the Government shall determine the permanent and/or temporary estate(s) to be acquired over the temporary use of property commandeered and shall provide DOTD with the written descriptions, including maps as appropriate of the estates that the Government will acquire through federal acquisition methods.

D. Should the Government federally acquire lands, easements and rights-of-way it shall do so in the name of WJLD or, if acquired by eminent domain, the Government shall convey all of its right, title and interest to WJLD by quitclaim deed or deeds. WJLD shall accept delivery of such deed or deeds.

E. Acquisition of lands, easements, and rights-of-way required for construction, operation, and maintenance of the Rehabilitation Effort, including those required for relocations, the borrowing of material, or the disposal of dredged or excavated material, shall be in accordance with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, and the DOTD or Government, whichever entity is acquiring real estate interests, shall inform all affected persons of applicable benefits, Policies, and procedures in connection with said Act.

F. WJLD shall ensure that lands, easements, and rights-of-way acquired by the Government on behalf of the Non-Federal Sponsor for the Rehabilitation Effort, as well as those lands, easements and rights-of-way that DOTD provided through an authorization for entry or right of entry, are retained in public ownership for uses compatible with the authorized purposes of the Rehabilitation Effort.

ARTICLE IV - METHOD OF PAYMENT

A. DOTD shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Non-Federal Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$60,500,000.00. In order to meet DOTD's cash payment requirements,

DOTD must provide a cash contribution estimated to be \$0.0 (The Non-Federal Sponsor has no cash contributions for the Rehabilitation Effort.) (zero dollars). The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor. (The Non-Federal Sponsor has no cash contribution for the above Rehabilitation Effort as set forth above in this Article IV.A.)

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Non-Federal Sponsor of the Non-Federal Sponsor's estimated cash contribution required to meet the Non-Federal Sponsor's obligation under Article II.E. Within five calendar days thereafter, the Non-Federal Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, B2, New Orleans" to the District Engineer of the U.S. Army Engineer District, New Orleans. The Government shall draw on the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Non-Federal Sponsor's obligations under Article II.E. as they are incurred by the Government. In the event that total costs of the Non-Federal Sponsor's obligations under Article II.E. are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Non-Federal Sponsor of the additional contribution the Non-Federal Sponsor will be required to make to meet the additional required contribution. Within ten calendar days thereafter, the Non-Federal Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Non-Federal Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Non-Federal Sponsor a final accounting of the Non-Federal Sponsor's obligations under Article II.E.

1. In the event the total contribution by the Non-Federal Sponsor is less than the Non-Federal Sponsor's obligations under Article II.E., the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's obligation under Article II.E.

2. In the event total contribution by the Non-Federal Sponsor is more than the Non-Federal Sponsor's required obligation under Article II.E., the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Non-Federal Sponsor; however, the Non-Federal Sponsor shall not be entitled to any refund for in-kind

services. In the event the existing funds are not available to repay the Non-Federal Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Non-Federal Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Non-Federal Sponsor shall not be entitled to receive credit or reimbursement for any costs incurred by the Non-Federal Sponsor.

ARTICLE VI – OPERATION AND MAINTENANCE

A. WJLD maintains responsibility for operating and maintaining that portion of the subject HSPP at all times, except for the active period of construction for the functional portion of the Rehabilitation Effort. After the District Engineer has determined that construction of the Rehabilitation Effort is complete and provided the Non-Federal Sponsor with written notice of such determination, WJLD shall operate and maintain the HSPP, to include those areas restored by the Rehabilitation Effort, at no cost to the Government, in accordance with specific direction prescribed by the Government in the interim or final OMRR&R manual and any subsequent amendments thereto and other applicable authorities including the obligation to keep the floodwalls and levee sections free of woody vegetation and roots.

B. WJLD hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the WJLD owns or controls for access to the HSPP for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the HSPP. If an inspection shows WJLD for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to WJLD. If, after 30 calendar days from receipt of such notice, WJLD continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Non-Federal Sponsor owns or controls for access to the HSPP for the purposes of completing, operating, and maintaining the HSPP, or to deny further assistance. No action by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Non-Federal Sponsor's rights and obligations hereunder, the Non-Federal Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII – RELATIONSHIP OF PARTIES

Except as provided in the Cooperative Endeavor Agreement between DOTD and West Jefferson Levee District, dated November 22, 1995, through which West Jefferson Levee District serves as the agent of DOTD for purposes of construction of the HSPP, the Government and the Non-Federal Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other parties.

ARTICLE IX – OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Non-Federal Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Non-Federal Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the

Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and HSPP. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Non-Federal Sponsor elects to proceed with further construction or terminate this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement, the Government shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Sections 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the HSPP or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Non-Federal Sponsor and the Government shall provide prompt notice to each other, and the Non-Federal Sponsor or Government shall not proceed with the commandeering and/or acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and DOTD shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and DOTD determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, DOTD shall be responsible, as between the Government and the Non-Federal Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event DOTD fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge DOTD's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on

the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

D. The Non-Federal Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor, shall be considered the operator of the HSPP (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, WJLD shall operate and maintain the HSPP in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII – NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Department of
Transportation and Development:

Secretary
Louisiana Department of Transportation
and Development
P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

If to the Government:

District Engineer
U. S. Army Corps of Engineers
P. O. Box 60267
New Orleans, Louisiana 70160-0267

If to the West Jefferson Levee District represented by Southeast Louisiana Flood
Protection Authority – West Bank:

President, Southeast Louisiana Flood Protection Authority – West Bank
7001 River Road, Marrero, Louisiana 70072.

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

ARTICLE XIV - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the Rehabilitation Effort. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the Rehabilitation Effort, the Project Coordination Team shall generally oversee the Rehabilitation Effort, including matters related to: plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for relocations and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material; the investigations to identify the existence and extent of hazardous substances in accordance with Article XII.A. of this Agreement; historic preservation activities; the Government's cost projections; final inspection of the entire Rehabilitation Effort or functional portions of the Rehabilitation Effort; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the Rehabilitation Effort including issuance of permits; and other matters related to the Rehabilitation Effort. This oversight of the Rehabilitation Effort shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.


D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the Rehabilitation Effort that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Rehabilitation Effort has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations.

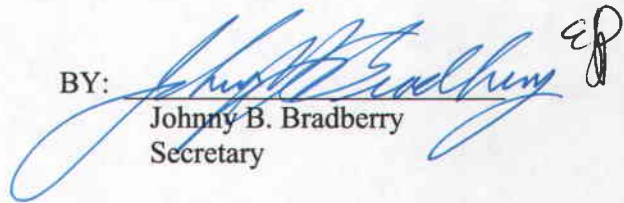
E. The Government's costs of participation in the Project Coordination Team shall be included in Rehabilitation Effort Costs and shared in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which may be executed in counterparts and having full force and effect as a whole, and which shall become effective upon the date it is signed by the District Engineer, New Orleans District, U. S. Army Corps of Engineers.

DEPARTMENT OF THE ARMY

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**


BY: 
Richard P. Wagenaar
Colonel, Corps of Engineers
District Engineer

BY:  ep
Johnny B. Bradberry
Secretary

DATE: 2 APR 07

DATE: 3/30/07

**WEST JEFFERSON LEVEE
DISTRICT**

BY: 
David J. Bindewald, Sr.
President, Board of Commissioners,
Southeast Louisiana Flood
Protection Authority—West Bank

DATE: March 30, 2007

CERTIFICATION REGARDING LOBBYING

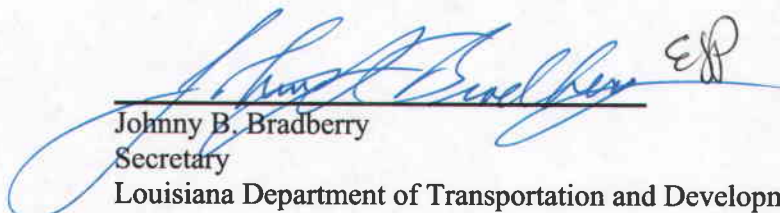
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



Johnny B. Bradberry
Secretary
Louisiana Department of Transportation and Development

DATE: 3/30/07

CERTIFICATE OF AUTHORITY

I, Lawrence A. Durant, do hereby certify that I am an attorney representing the Louisiana Department of Transportation and Development, and that the Louisiana Department of Transportation and Development is a legally constituted public body with full authority and legal capability to perform the terms of the Cooperation Agreement between the Department of the Army and the Louisiana Department of Transportation and Development and the West Jefferson Levee District in connection with the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, and to pay damages in accordance with the terms of this Cooperation Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the person who has executed this Agreement on behalf of the Louisiana Department of Transportation and Development has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 29th day of March 2007.

Signature
Printed Name: Lawrence A. Durant

Title: 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 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.

WEST JEFFERSON LEVEE DISTRICT



BY: David J. Bindewald, Sr.
President, Board of Commissioners,
Southeast Louisiana Flood Protection Authority – West Bank

DATE: March 20, 2007

CERTIFICATE OF AUTHORITY

I, Owen Bordenon, do hereby certify that I am an attorney for the West Jefferson levee District and that it is a legally constituted public body with full authority and legal capability to perform the terms of the Cooperation Agreement in connection with the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project Rehabilitation Effort, and to my best information and belief, the authority and legal capability to pay damages in accordance with the terms of this Cooperation Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the person who has executed this Agreement on behalf of the West Jefferson Levee District has acted within his or her statutory authority.

30th IN WITNESS WHEREOF, I have made and executed this certification this day of MARCH 2007.



Signature
Printed Name: Owen Bordenon

Title: GENERAL COUNSEL