

AMENDMENT NUMBER 1  
TO THE  
PROJECT COOPERATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
JEFFERSON PARISH, LOUISIANA  
FOR CONSTRUCTION OF THE  
JEFFERSON PARISH PORTIONS OF THE  
SOUTHEAST LOUISIANA, LOUISIANA PROJECT

THIS AMENDMENT NO. 1 to the Project Cooperation Agreement Between the Department of the Army and Jefferson Parish, Louisiana for Construction of the Jefferson Parish Portions of the Southeast Louisiana, Louisiana Project is entered into this 24<sup>th</sup> day of MARCH, 2005, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, New Orleans District, and Jefferson Parish, Louisiana (hereinafter the "Non-Federal Sponsor"), represented by the Chairman, Jefferson Parish Council. (Authorized by Resolution No. 103096 adopted by the Council on March 23, 2005.)

WITNESSETH, THAT:

WHEREAS, construction of the Southeast Louisiana, Louisiana Project in Jefferson, Orleans, and St. Tammany Parishes, Louisiana, was authorized by Section 108 of the Fiscal Year 1996 Energy and Water Development Appropriations Act, Public Law 104-46, and Section 533 of the Water Resources Development Act of 1996, Public Law 104-303, as amended;

WHEREAS, on January 16, 1997, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the "Agreement") for construction of the Jefferson Parish portions of the Southeast Louisiana, Louisiana Project;

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to include the additional work identified in the Southeast Louisiana Urban Flood Control Project, East Bank Basin, Jefferson Parish, Louisiana, Section 533(d) Report, dated March 2004; and the Southeast Louisiana Urban Flood Control Project, East of Harvey Canal Basin, Jefferson Parish, Louisiana, Section 533(d) Report, dated April 2004.

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 the provision of canal improvements, increased pump capacities, backup power to pump stations, and the removal of canal obstructions, in Jefferson Parish as generally described in the Jefferson and Orleans Parishes, Louisiana, Urban Flood Control and Water Quality Management Report, dated July 1992; the Southeast

Louisiana Project, Jefferson, Orleans and St. Tammany Parishes, LA Technical Report, dated April 9, 1996 and the Southeast Louisiana Project, Jefferson Parish Technical Report, dated June 3, 1996, and approved by the Chief of Engineers on October 4, 1996; the Southeast Louisiana Urban Flood Control Project, East Bank Basin, Jefferson Parish, Louisiana, Section 533(d) Report, dated March 2004, and approved by Chief of Engineers on February 27, 2004; and the Southeast Louisiana Urban Flood Control Project, East of Harvey Canal Basin, Jefferson Parish, Louisiana, Section 533(d) Report, dated April 2004 and approved by Chief of Engineers on February 26, 2004. The Project includes the creditable work described in Article I.K. of this Agreement.”

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

“K. The term “creditable work” shall mean any work accomplished by the Non-Federal Sponsor subsequent to the Jefferson and Orleans Parishes, Louisiana Urban Flood Control and Water Quality Management Report dated July 1992, that is determined by the Assistant Secretary of the Army (Civil Work) or his designee to be compatible and integral part of the Project. The creditable work includes construction of the authorized improvements as well as planning, engineering, design, supervision and administration, and other activities associated with construction, but does not include the construction of betterments or the provision of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas associated with the creditable work.

3. The following is added to and made part of the Agreement as a new Article II.K.

“K. Crediting for the construction portion of the creditable work performed after execution of this Amendment is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 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)). Crediting may be withheld, in whole or in part, as a result of the Non-Federal Sponsor’s failure to comply with its obligations under these laws.”

4. The following is added to and made part of the Agreement as new Article IV.C.4.

“4. Crediting for relocations performed within the Project boundaries after execution of this Amendment is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to 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 USC 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 USC 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 USC 276c)). Crediting may be withheld, in whole or in part, as a result of the Non-Federal Sponsor’s failure to comply with its obligations under these laws.”

5. Article V.C. of the Agreement is hereby amended in its entirety to read as follows:

“C. Until the end of the period of construction, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; issues related to creditable work; 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 USC 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 USC 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 USC 276c)) for relocations and for the construction portions of the non-Federal creditable work; contract costs; the Government’s cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.”

6. 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 1 January 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 maximum amount of total project costs determined in accordance with Article XIX of this Agreement, 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 Amendment Number 1 to this Agreement, total project costs are projected to be \$522,100,000, and the Non-Federal Sponsor’s cash contribution required under Article II.D. of this Agreement is projected to be \$66,970,000. 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.”

7. Article XI of the Agreement is hereby amended in its entirety to read as follows:

“In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 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 USC 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly USC 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 USC 276c)).”

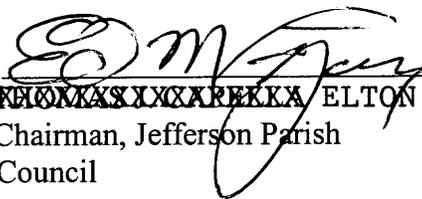
8. All other terms and conditions of the said Agreement, not specifically amended or modified herein, do hereby expressly remain valid, enforceable, and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 to the Project Cooperation Agreement between the Department of the Army and Jefferson Parish, Louisiana for Construction of the Jefferson Parish Portions of the Southeast Louisiana, Louisiana Project, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

JEFFERSON PARISH, LOUISIANA

BY:   
\_\_\_\_\_  
PETER J. ROWAN  
Colonel, Corps of Engineers  
District Engineer

BY:   
\_\_\_\_\_  
~~THOMAS XXXXREKKA~~ ELTON M. LAGASSE  
Vice-Chairman, Jefferson Parish  
Council

DATE: 24 MAR 05

DATE: 3-24-05

CERTIFICATE OF AUTHORITY

I, Thomas Wilkinson, do hereby certify that I am the principal legal officer of the Jefferson Parish, Louisiana, that Jefferson Parish is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Jefferson Parish, Louisiana in connection with the southeast Louisiana, Louisiana Project in Jefferson Parish, as amended by this Amendment Number 1 thereto, and to pay damages in accordance with the terms of the Agreement, as amended by this Amendment Number 1, 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 persons who have executed this Amendment Number 1 to the Agreement on behalf of Jefferson Parish have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
8 day of March 2005



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THOMAS WILKINSON  
Jefferson Parish Attorney

CERTIFICATION REGARDING LOBBYING

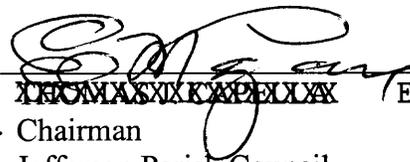
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 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.



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ELTON M. LAGASSE

Vice- Chairman  
Jefferson Parish Council

DATE: 3-24-05

On joint motion of all Councilmembers present the following resolution was offered:

**RESOLUTION NO. 103096**

A resolution authorizing the Chairman of the Jefferson Parish Council to sign the Amendment No. 1 to the Project Cooperation Agreement authorized for the Southeast Louisiana, Louisiana (Jefferson Parish) Urban Flood Control Project covering work to be added to the program as outlined in the Section 533 (d) Report for the "East of Harvey Canal Basin" and in the Section 533 (d) Report for the "East Bank Basin". (Parish wide)

WHEREAS, Jefferson Parish has since the November 1989 flood pursued, through the Corps of Engineers (COE), the authorization of an Urban Flood Control Project for Jefferson Parish; and

WHEREAS, the Corps of Engineers reported to Congress in July 1992 the identification of \$216 million in economically justified and environmentally acceptable flood control projects for Jefferson Parish; and

WHEREAS, Congress, in response to the disastrous May 1995 flood, (authorized by Section 108 of the fiscal year 1996 Appropriations Bill PL 104-46) approved a \$216 million project which became known as the "Southeast Louisiana Urban Flood Control Project" (SELA) and initially appropriated \$25 million for the Corps of Engineers to begin design and construction of the Project; and

WHEREAS, the original authorization has, through price escalation, grown to \$420,000,000; and

WHEREAS, a Project Authorization Agreement was entered into on January 16, 1997 as authorized by Resolution No. 82007 dated May 8, 1996; and

WHEREAS, additional areas outside the original authorization have been studied by the Corps of Engineers and additional features have been determined to be economically justified and environmentally acceptable; and

WHEREAS, in order to add the new features to the project an amendment to the Project Cooperation Agreement (PCA) must be executed; and

WHEREAS, the amendment to the PCA has been jointly developed by Jefferson Parish and the COE and therefore it is ready for signature;

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, Jefferson Parish Louisiana, acting as governing authority for said Parish:

SECTION 1: That the Jefferson Parish Council does hereby authorize Chairman of the Jefferson Parish Council to sign Amendment No.1 to the Project Authorization Agreement dated January 16, 1997.

SECTION 2: That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 5    NAYS: None    ABSENT: (2) Lee, Roberts

The resolution was declared to be adopted on this the 23<sup>rd</sup> day of March, 2005.

  
JEFFERSON PARISH COUNCIL