

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF LOUISIANA
AND
THE TERREBONNE LEVEE AND CONSERVATION DISTRICT
FOR
MORGANZA TO THE GULF, LOUISIANA
HURRICANE AND STORM DAMAGE RISK REDUCTION PROJECT

THIS AGREEMENT is entered into this 28 day of DECEMBER, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the New Orleans District and the State of Louisiana acting by and through the Coastal Protection and Restoration Authority Board of Louisiana represented by its Chairman and the Terrebonne Levee and Conservation District, represented by its President. The Coastal Protection and Restoration Authority Board of Louisiana and the Terrebonne Levee and Conservation District are hereinafter referred to as the "Non-Federal Sponsors".

WITNESSETH, THAT:

WHEREAS, construction of the Morganza to the Gulf, Louisiana project for hurricane and storm damage risk reduction (hereinafter the "Project", as defined in Article I.A. of this Agreement) was authorized by Section 7002(3) of the Water Resources Reform and Development Act of 2014 (Public Law 113-121);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213) (hereinafter Section 103), specifies the cost-sharing requirements applicable, in general, to the Project;

WHEREAS, the Non-Federal Sponsors consider it to be in their own interest, and agree, that following cost shared initial construction of the Project to the 100-year level of risk reduction (hereinafter the "Cost Shared Work", as defined in Article I.B. of this Agreement), the Non-Federal Sponsors shall be responsible, at full non-Federal expense, for design and construction of all future levee lifts, structure alterations, and any other modifications to the Project required to maintain the 100-year level of risk reduction for the Project through calendar year 2085 (hereinafter the "Non-Cost Shared Work", as defined in Article I.C. of this Agreement);

WHEREAS, for construction initiated by the Non-Federal Sponsors after execution of the In-Kind Memorandum of Understanding on December 4, 2019 (hereinafter the "2019 in-kind MOU"), the costs of such construction, including design associated with that construction, are eligible for credit towards the non-Federal share of construction costs as determined by the Government in accordance with the provisions of this Agreement;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsors' full expense, additional work while the Government is carrying out the Project;

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the "BOARD") represents the State of Louisiana's position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the BOARD has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary;

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority ("CPRA") is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the BOARD pursuant to this Agreement;

WHEREAS, the Terrebonne Levee and Conservation District ("TLCD") has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the State of Louisiana and the Government, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in La. R.S. 38:291(U) and 38:325;

WHEREAS, the Non-Federal Sponsors intend to seek Federal program funds from various sources and agencies, including but not limited to Community Block Grant Development Funds, and that the Non-Federal Sponsors intend to seek credit from the Government for portions of the Project that the Non-Federal Sponsors construct using such funds;

WHEREAS, the State of Louisiana may execute an In-Kind Memorandum of Understanding with the Government for deepening of the sill depth for the Houma Navigation Canal Lock prior to initiation of such construction to preserve potential credit eligibility for the costs of such deepening between -18 feet and -23 feet toward the non-Federal share of the construction costs for the Houma Navigation Canal project, which was conditionally authorized in Section 403 of the Water Resources Development Act of 2020;

WHEREAS, the Non-Federal Sponsors have determined that the Government's established peer review process has met the requirements of La. R.S. La. R.S. 49:214.6.3(B)(4) and La. R.S. 49:214.5.2(D); and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means providing a 100-year level of risk reduction consisting of an approximately 98 mile levee system located approximately 60 miles southwest of New Orleans, Louisiana, in Terrebonne and Lafourche Parishes, which includes levees, floodwalls, floodgates, a lock complex, road and railroad gates, fronting protection for existing pump stations and environmental control structures, hurricane and storm damage risk reduction structures on navigable waterways, and other necessary structures, and mitigation measures to compensate for unavoidable environmental impacts to wetlands with monitoring and adaptive management, if required, as generally described in the Final Post Authorization Change Report, Morganza to the Gulf of Mexico, Louisiana, dated May 2013 and approved by the Chief of Engineers on July 8, 2013, with modifications as described in the Engineering Documentation Report for Morganza to the Gulf of Mexico, Louisiana, dated December 2021 and approved by the Division Commander for Mississippi Valley Division on December 15, 2021.

B. The term “Cost Shared Work” means the initial design and construction of the Project undertaken pursuant to the cost-sharing provisions of this Agreement to provide a 100-year level of risk reduction.

C. The term “Non-Cost Shared Work” means design and construction of all future levee lifts, demolition and/or reconstruction of structure alterations of floodgates, road and railroad gates, the lock complex, fronting protection, and floodwalls, and any other modifications to the Project following completion of Cost Shared Work, through calendar year 2085 that are necessary to maintain the 100-year level of risk reduction for the Project.

D. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (See 42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

E. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsors in accordance with the terms of this Agreement that are directly related to design and construction of the Cost Shared Work for the Project. The term includes, but is not necessarily limited to: the total design costs incurred pursuant to the terms of the Design Agreement executed on May 22, 2002, including Amendment Number 1 executed on 24 March 2005 and Amendment Number 2 executed on January 10, 2011; the Government’s costs of engineering, design, and construction; the Government’s supervision and administration costs;

the Government's costs of monitoring and adaptive management, if required, for the mitigation features; the Government's costs for completing necessary environmental compliance activities; the Non-Federal Sponsors' creditable costs for providing real property interests, placement area improvements, and relocations; the Non-Federal Sponsors' creditable costs for providing in-kind contributions, including creditable in-kind contributions provided pursuant to the 2019 in-kind MOU; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsors in the Project Coordination Team to discuss significant issues and actions; audits; betterments; additional work; or the Non-Federal Sponsors' cost of negotiating this Agreement. The term also does not include any costs for design and construction of the Non-Cost Shared Work, including costs for any additional real property interests, relocations, placement area improvements required for such work.

F. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

G. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "placement area improvements" means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

I. The term "functional portion thereof" means a portion of the Project that has been completed as part of the Cost Shared Work, is able to function independently, and was constructed to the design criteria for that portion of the Cost Shared Work, as determined in writing by the District Commander for New Orleans District (hereinafter the "District Commander"), after consultation with the Non-Federal Sponsors, although the remainder of the Project is not yet complete.

J. The term "in-kind contributions" means those materials or services that the Non-Federal Sponsors provide for the Cost Shared Work that are identified as being integral to the Project by the Division Commander for Mississippi Valley Division (hereinafter the "Division Commander"). To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Cost Shared Work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsors for the Cost Shared Work to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for the Project; however, it does not include HTRW cleanup and response.

K. The term “betterment” means a difference in construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

L. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

M. The term “Maximum Cost Limit” means the statutory limitation on the total cost of the Project, as determined by the Government in accordance with Section 902 of the Water Resources Development Act of 1986, as amended, and Government regulations issued thereto.

N. The term “additional work” means items of work related to, but not cost shared as a part of, the Cost Shared Work that the Government will undertake on the Non-Federal Sponsors’ behalf while the Government is carrying out construction of the Cost Shared Work, with the Non-Federal Sponsors responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake construction of the Cost Shared Work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. In carrying out their obligations for the Project under this Agreement, the Non-Federal Sponsors shall comply with all requirements of applicable Federal laws and implementing regulations, including 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). Notwithstanding any other provision of this Agreement, the Government shall not solicit bids or request proposals for any construction contract until the Government has completed the necessary environmental compliance activities to cover such contract.

B. Cost Shared Work. The Non-Federal Sponsors shall contribute 35 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsors shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsors’ estimated credits for real property interests, placement area improvements, and relocations will exceed 35 percent of construction costs, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government’s cost of construction of the Cost Shared Work. Nothing in this provision affects the Non-Federal Sponsors’ responsibility under Article IV for the performance and costs of any cleanup and response related thereto.

2. If providing in-kind contributions, as a part of their 35 percent cost share, the Non-Federal Sponsors shall obtain all applicable licenses and permits necessary for such work.

As functional portions of the work are completed, the Non-Federal Sponsors shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsors shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the contributions pursuant to the Design Agreement and the estimated amount of credit that will be afforded to the Non-Federal Sponsors pursuant to paragraphs B.1. and B.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsors to meet their 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsors shall provide the full amount of such funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year to meet their 35 percent cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. Non-Cost Shared Work. Following completion of the Cost Shared Work, or functional portion thereof, as determined by the Government, the Non-Federal Sponsors, at full non-Federal expense, shall be responsible for design and construction of all future levee lifts, structure alterations, and any other modifications to the Project required to maintain the 100-year level of risk reduction through calendar year 2085. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsors now or hereafter owns or controls to inspect the Non-Cost Shared Work. The Government shall provide written notification to the Non-Federal Sponsors of any deficiencies that are identified during such inspections, and the Non-Federal Sponsors shall undertake the necessary corrective actions. In addition, the Government may consider the Non-Federal Sponsors' failure to undertake, or to correct deficiencies in, the Non-Cost Shared Work in assessing the Non-Federal Sponsors' eligibility for assistance under 33 USC 701n (commonly referred to as P.L. 84-99) and its implementing regulations.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsors the reasonable opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsors and provide timely responses thereto using the Government's existing or comparable record keeping system for comment documentation and management. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic

properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsors from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of the Cost Shared Work , or a functional portion thereof, is complete and was constructed to the design criteria for that portion of the Cost Shared Work, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsors in writing and the Non-Federal Sponsors, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof, except that the Government shall be responsible for operation, maintenance, repair, rehabilitation, and replacement (OMRR&R) of the Houma Navigation Canal lock complex and the Gulf Intracoastal Waterway floodgate features of the Project that provide for inland waterways transportation. The Non-Federal Sponsors' OMRR&R activities will generally consist of operating the structures to assure proper working order, painting, lubrication, corrosion prevention, removing debris and shoaled sediment from the interior ponding areas, cutting grass, repairing levee slides, placing gravel on the levee crown, or other repair activities, and performing regular inspections of the levees, floodwalls, and structures. The Government shall furnish the Non-Federal Sponsors with an OMRR&R Manual and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsors shall conduct their OMRR&R responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsors shall consult on any subsequent updates or amendments to the OMRR&R Manual. The Non-Federal Sponsors' responsibilities for OMRR&R do not affect their eligibility for assistance otherwise available under 33 USC 701n (commonly referred to as P.L. 84-99) and its implementing regulations.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsors now or hereafter own or control to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsors are failing to perform their obligations under this Agreement and the Non-Federal Sponsors do not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair,

rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsors of their obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

G. Not less than once each year, the Non-Federal Sponsors shall inform affected interests of the extent of risk reduction afforded by the Project.

H. The Non-Federal Sponsors shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

I. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsors shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan no later than one year after completion of construction of the Cost Shared Work. The plan shall be designed to reduce the impacts of future hurricane and storm events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of hurricane and storm damage risk reduction provided by such work. The Non-Federal Sponsors shall provide an information copy of the plan to the Government.

J. The Non-Federal Sponsors shall ensure floodplain information in the area concerned is publicized and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

K. The Non-Federal Sponsors shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of hurricane and storm risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

L. The Non-Federal Sponsors shall not use Federal program funds to meet any of their obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

M. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsors may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Maximum Cost Limit. The Non-Federal Sponsors' costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

N. The Non-Federal Sponsors may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsors. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsors, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work. In addition, the Non-Federal Sponsors are responsible for providing, at no cost to the Government, any additional real property interests, relocations, and placement area improvements determined by the Government to be required for construction, operation, and maintenance of such work.

O. The Non-Federal Sponsors shall not use any Project features or real property interests required for such features as a wetland bank or mitigation credit for any other project.

P. The Government shall conduct additional independent peer review of the Project if required by Federal law, regulations, or policies.

Q. Upon request, each party shall provide the other with any information or documents concerning the Project as soon as possible, consistent with the laws, regulations, and guidance applicable to each party.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsors, shall determine the real property interests required for construction, operation, and maintenance of the Cost Shared Work. The Government shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsors must provide for construction, operation, and maintenance of the Cost Shared Work, and shall provide the Non-Federal Sponsors with a written notice to proceed with acquisition. The Non-Federal Sponsors shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Cost Shared Work. The Non-Federal Sponsors will consult with the Government regarding any additional real property interests that are required for the Non-Cost Shared Work. The Non-Federal Sponsors shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsors, shall determine the placement area improvements required for construction, operation, and maintenance of the Cost Shared Work, and shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsors with a written notice to proceed with such improvements. The Non-Federal Sponsors shall construct the improvements in accordance with the Government's construction schedule for the Cost Shared Work. The Non-Federal Sponsors will consult with the

Government regarding any additional placement area improvements that are required for the Non-Cost Shared Work.

C. The Government, after consultation with the Non-Federal Sponsors, shall determine the relocations required for construction, operation, and maintenance of the Cost Shared Work, and shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsors with a written notice to proceed with such relocations. The Non-Federal Sponsors shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Cost Shared Work. The Non-Federal Sponsors will consult with the Government regarding any additional relocations that are required for the Non-Cost Shared Work.

D. To the maximum extent practicable, no later than 30 calendar days after the Government provides to the Non-Federal Sponsors written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Cost Shared Work, the Non-Federal Sponsors may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsors, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsors except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsors by quitclaim deed or deeds. The Non-Federal Sponsors shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsors does not alter the Non-Federal Sponsors' responsibility under Article IV for the performance and costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsors assure that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsors will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HTRW

A. The Non-Federal Sponsors shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, within 15 calendar days of such discovery, the Non-Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other. If HTRW is discovered prior to acquisition, the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable laws and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsors shall be solely responsible, as between the Government and the Non-Federal Sponsors, for the performance and costs of HTRW cleanup and response determined to be necessary by the environmental regulator with jurisdiction, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid by the Non-Federal Sponsors without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsors has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsors fail to discharge their responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsors responsible for such costs without credit or reimbursement by the Government.

D. In the event of a discovery, the Non-Federal Sponsors and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsors shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsors' share of such costs, the value of real property interests, placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Cost Shared Work. However, only costs incurred after December 4, 2019 (the effective date of the 2019 in-kind MOU) to acquire real property interests, to construct placement area improvements, to perform relocations, and to provide in-kind contributions, except as provided in Article V.C.4.a, for the Cost Shared Work are eligible for credit. With respect to real property interests acquired prior to December 4, 2019, if the Government determines that additional interests in such real property interests are required for the Cost Shared Work, the costs for acquiring such additional interests would be creditable pursuant to the provisions of this Article.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsors shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsors shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsors agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsors shall obtain, for each real property interest acquired for the Cost Shared Work, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests required for in-kind contributions covered by the 2019 in-kind MOU, the date of initiation of construction shall be used to determine fair market value. The fair market value of real property interests acquired after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsors provide the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsors are unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsors the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsors exceed the approved appraised amount, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall notify the Government in writing of their intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsors shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsors shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsors may use the amount set forth in their appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsors and releases the Non-Federal Sponsors in writing from their obligation to

appraise the real property interest, and the Non-Federal Sponsors submit to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsors determine that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsors determine that an appraisal is unnecessary, the Non-Federal Sponsors shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsors must offer the owner the option of having the Non-Federal Sponsors appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsors' share of such costs, the incidental costs incurred after December 4, 2019 in acquiring any real property interests required pursuant to Article III for the Cost Shared Work that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsors' share of such costs, the value of placement area improvements required for the Cost Shared Work. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that are incurred after December 4, 2019 to provide any placement area improvements required for the Cost Shared Work. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; and supervision and administration costs, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsors' share of such costs, the value of any relocations performed after December 4, 2019 that are directly related to construction, operation, and maintenance of the Cost Shared Work.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance

with the design standard that the State of Louisiana would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsors' share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that are incurred for construction work initiated after December 4, 2019 to provide in-kind contributions for the Cost Shared Work, and may include engineering and design and supervision and administration associated with that construction, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any construction work initiated prior to December 4, 2019; for any performance or costs incurred for the Non-Cost Shared Work; or for costs that exceed the Government's estimate of the cost for such in-kind contributions.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement 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 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with their obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to credit or reimbursement for real property interests that were previously provided as an item of local cooperation for another Federal project; for real property interests, placement area improvements, relocations, and design and construction work required for the Non-Cost Shared Work; or for costs allocated by the Government to lowering the sill depth beyond 18 feet for the Houma Navigation Canal lock complex.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, total Project costs are projected to be \$10,208,910,000, with the Government's share of such costs projected to be \$3,182,530,000 and the Non-Federal Sponsors' share of such costs projected to be \$7,026,380,000, which includes \$10,610,000 for lowering the sill depth beyond the 18 feet for the Houma Navigation Canal lock complex. Construction costs for the Cost Shared Work are projected to be \$4,896,200,000, with the Government's share of such costs projected to be \$3,182,530,000 and the Non-Federal Sponsors' share of such costs projected to be \$1,713,670,000, which includes creditable real property interests, relocations, and placement area improvements projected to be \$508,070,000, creditable in-kind contributions projected to be \$1,190,200,000, and the amount of funds required to meet their cost share projected to be \$15,400,000. The costs of the Non-Cost Shared Work are projected to be \$5,302,100,000. Average annual costs for OMR&R of the Project are projected to be \$6,000,000, with the Government's costs projected to be \$1,400,000 and the Non-Federal Sponsors' costs projected to be \$4,600,000. Costs for betterments are projected to be \$0 and additional work are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government, including any mitigation or other changes resulting from the environmental compliance activities, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsors with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsors during the upcoming fiscal year.

C. The Non-Federal Sponsors shall provide the funds required to meet their share of construction costs by delivering a check payable to "FAO, USAED, New Orleans (B2)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of such construction costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction of the Cost Shared Work and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay their share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsors exceed the amount of funds required to meet their share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund.

F. If the Government agrees to acquire or perform, as applicable, real property interests, placement area improvements, relocations, betterments, or additional work on behalf of the Non-Federal Sponsors, the Government shall provide written notice to the Non-Federal Sponsors of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsors shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, New Orleans (B2)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsors shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the funds provided by the Non-Federal Sponsors exceed the amount required for the Government to complete such work, the Government shall refund such excess amount, subject to the availability of unobligated funds for the refund.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, the Government may suspend or terminate construction of the Cost Shared Work unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Cost Shared Work are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsors in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsors to allow construction to resume. In addition, the Government may suspend construction if the Maximum Cost Limit is exceeded.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Cost Shared Work. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsors shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles

and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Maximum Cost Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

Chairman
Coastal Protection and Restoration Authority Board of Louisiana
1051 North Third Street
Capitol Annex, Suite 138
Baton Rouge, Louisiana 70802

President, Board of Commissioners
Terrebonne Levee and Conservation District
220 Clendenning Road
Houma, LA 70363

If to the Government:

District Commander
New Orleans District
7400 Leake Avenue
New Orleans, Louisiana 70118

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

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsors intend to fulfill fully their obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Legislature of the State of Louisiana, where creating such an obligation would be inconsistent with Article 3, Section 16(A) of the 1974 Constitution of the State of Louisiana. If the Non-Federal Sponsors are unable to, or do not, fulfill their obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.

ARTICLE XVI – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from either of the entities designated herein as one of the Non-Federal Sponsors.

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

DEPARTMENT OF THE ARMY

COASTAL PROTECTION AND RESTORATION
AUTHORITY BOARD OF LOUISIANA

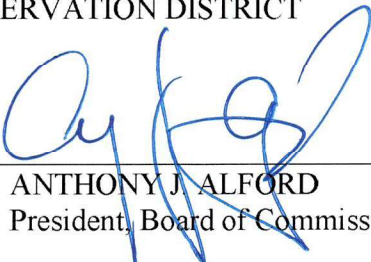
BY: 
STEPHEN F. MURPHY
Colonel, U.S. Army
District Commander

BY: 
KYLE R. "CHIP" KLINE, JR.
Chairman

DATE: 12/28/21

DATE: 12/27/2021

TERREBONNE LEVEE AND
CONSERVATION DISTRICT

BY: 
ANTHONY J. ALFORD
President, Board of Commissioners

DATE: 12/27/2021

CERTIFICATE OF AUTHORITY

I, David A. Peterson, do hereby certify that at the request of the Chairman of the Coastal Protection and Restoration Authority Board of Louisiana I serve as legal counsel for the Coastal Protection and Restoration Authority Board of Louisiana, which the State of Louisiana, as Non-Federal Sponsor, is acting by and through, that the Coastal Protection and Restoration Authority Board of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement between the Department of the Army and the State of Louisiana and the Terrebonne Levee and Conservation District in connection with the Morganza to the Gulf, Louisiana, Hurricane and Storm Damage Risk Reduction Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the State of Louisiana, acting by and through the Coastal Protection and Restoration Authority Board of Louisiana acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 27th day of December 2021.



David A. Peterson
General Counsel
Coastal Protection and Restoration Authority, And
Counsel
Coastal Protection and Restoration Authority Board of Louisiana

DAVID PETERSON
LA. BAR ROLL No. 22591
NOTARY PUBLIC

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-I.L.L., "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.



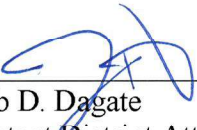
KYLE R. "CHIP" KLINE, JR.
Chairman
Coastal Protection and Restoration Authority
Board of Louisiana

DATE: 12/27/2021

CERTIFICATE OF AUTHORITY

I, Jacob D. Dagate, do hereby certify that I am the principal legal officer for the Terrebonne Levee and Conservation District that the Terrebonne Levee and Conservation District is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement between the Department of the Army and the State of Louisiana and the Terrebonne Levee and Conservation District in connection with the Morganza to the Gulf, Louisiana Hurricane and Storm Damage Risk Reduction Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Terrebonne Levee and Conservation District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 27th day of December 2021.



Jacob D. Dagate
Assistant District Attorney, 32nd JD
General Counsel for the
Terrebonne Levee and Conservation District

CERTIFICATION REGARDING
LOBBYING

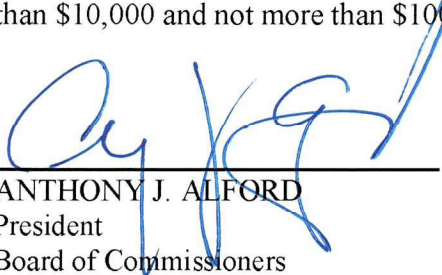
The undersigned certifies, to the best of his or her knowledge and belief that:

(4) 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.

(5) 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.

(6) 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.



ANTHONY J. ALFORD
President
Board of Commissioners
Terrebonne Levee and Conservation District

DATE: 12/27/2021