

AMENDMENT NUMBER 1
TO THE
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF LOUISIANA
AND
THE PONTCHARTRAIN LEVEE DISTRICT
FOR
THE WEST SHORE LAKE PONTCHARTRAIN
HURRICANE AND STORM DAMAGE REDUCTION PROJECT

This Amendment Number 1 is entered into this 27th day of JUNE, 2025, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for New Orleans District (hereinafter the "District Commander"), and the State of Louisiana acting by and through the Coastal Protection and Restoration Authority Board of Louisiana, represented by its Chairman and the Pontchartrain Levee District, represented by its President. The Coastal Protection and Restoration Authority Board of Louisiana and the Pontchartrain Levee District are hereinafter referred to as the "Non-Federal Sponsors".

WITNESSETH, THAT:

WHEREAS, construction of the West Shore Lake Pontchartrain hurricane and storm damage reduction project (hereinafter the "Project", as defined in Article I.A. of this Agreement) was authorized by Section 1401(3)(5) of the Water Resources Development Act of 2016, Public Law 114-322;

WHEREAS, the Government and the Non-Federal Sponsors entered into a Project Partnership Agreement on February 10, 2019 (hereinafter the "Agreement") for construction of the Project;

WHEREAS, to the extent that appropriations provided under the Construction heading, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123 enacted February 9, 2018 (hereinafter "BBA 2018") are available and used to undertake initial construction of the Project, the Non-Federal Sponsors may, but are not required to, finance the non-Federal contribution of funds required for initial construction of the Project, currently estimated at \$277,239,000, in accordance with the provisions of Section 103(k) of the Water Resources Development Act of 1986 (33 U.S.C. 2213(k)), with the interest rate for deferred payments determined in accordance with Section 106 of the Water Resources Development Act of 1986 (33 U.S.C. 2216);

WHEREAS, Section 111(1) of Title I of Division D of the Consolidated Appropriations Act, 2024, Public Law 118-42, allows for funding from that Act or future Acts to be used for projects receiving funds as of March 9, 2024 under the Construction

heading of BBA 2018, with any such additional funding provided for the initial construction of the Project subject to the same terms and conditions as provided in BBA 2018;

WHEREAS, funding for future levee lifts will be treated as regular appropriations and not subject to the same terms and conditions as BBA 2018 funds;

WHEREAS, the BBA 2018 Federal mitigation plan for the Project was modified by the approval of the Validation Report dated June 2024 which included the Maurepas Swamp Diversion Alternative 2 (hereinafter “MSA-2”) as mitigation for the swamp impacts resulting from construction of the Project and other required design changes to the Project;

WHEREAS, the Non-Federal Sponsors agree to be solely and completely responsible for the design and construction of MSA-2 with credit for such in-kind contributions limited to \$365,778,000 (hereinafter the “MSA-2 credit limit”, as defined in Article I.K. of the Agreement, as amended);

WHEREAS, the approved Validation Report documents the cost-sharing changes for initial construction of the Project resulting from MSA-2, updates the Project cost estimate, and documents the other required design changes to the Project;

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the Federal funding provided for initial construction of the Project; and

WHEREAS, the Government and Non-Federal Sponsors desire to amend the Agreement to reflect the Project as modified by the approved Validation Report.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Replace the third, fourth, and fifth Whereas clauses with the following Whereas clauses:

“WHEREAS, to the extent that appropriations provided under the Construction heading, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123 enacted February 9, 2018 (hereinafter “BBA 2018”) are available and used to undertake initial construction of the Project, the Non-Federal Sponsors may, but are not required to, finance the non-Federal contribution of funds required for initial construction of the Project, currently estimated at \$277,239,000, in accordance with the provisions of Section 103(k) of the Water Resources Development Act of 1986 (33 U.S.C. 2213(k)), with the interest rate for deferred payments determined in accordance with Section 106 of the Water Resources Development Act of 1986 (33 U.S.C. 2216);

WHEREAS, Section 111(1) of Title I of Division D of the Consolidated Appropriations Act, 2024, Public Law 118-42, allows for funding from that Act or future Acts to be used for projects receiving funds as of March 9, 2024 under the Construction heading of BBA 2018, with any such additional funding provided for the initial

construction of the Project subject to the same terms and conditions as provided in BBA 2018;

WHEREAS, funding for future levee lifts will be treated as regular appropriations and not subject to the same terms and conditions as BBA 2018 funds;

WHEREAS, the BBA 2018 Federal mitigation plan for the Project was modified by the approval of the Validation Report dated June 2024 which included the Maurepas Swamp Diversion Alternative 2 (hereinafter “MSA-2”) as mitigation for the swamp impacts resulting from construction of the Project and other required design changes to the Project;

WHEREAS, the Non-Federal Sponsors agree to be solely and completely responsible for the design and construction of MSA-2 with credit for such in-kind contributions limited to \$365,778,000 (hereinafter the “MSA-2 credit limit”, as defined in Article I.K. of the Agreement, as amended);

WHEREAS, the approved Validation Report documents the cost-sharing changes for initial construction of the Project resulting from MSA-2, updates the Project cost estimate, and documents the other required design changes to the Project;

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the Federal funding provided for initial construction of the Project;”

2. Replace Article I.A. in its entirety with the following:

“A. The term “Project” means providing hurricane and storm damage risk reduction in St. Charles, St. John the Baptist, and St. James Parishes, as generally described in the Final Integrated Feasibility Report and Environmental Impact Statement, dated November 2014, and the Report of the Chief of Engineers, dated June 12, 2015, as modified by the Validation Report dated June 2024 that was approved by the Division Commander Mississippi Valley Division on June 27, 2024, and any modifications thereto that are approved by the Government, after consultation with the Non-Federal Sponsors, if such modifications are determined to be within the Chief of Engineers’ discretionary authority. The Project generally consists of the construction of an approximately 19-mile levee system in St. Charles and St. John the Baptist Parishes around the communities of Montz, Laplace, Reserve and Garyville, including levees with vertical wick drains, floodwalls, floodgates, interior drainage canals, drainage structures, and pump stations, and in St. James Parish the construction of large ring levees around the communities of Gramercy, Litcher, and Grand Point North, culverts with flap gates, small ring levees around certain non-residential structures and certain light industry/warehouse structures, and nonstructural elevation of certain residential structures. The Project includes implementation of a mitigation plan to compensate for unavoidable environmental impacts to forested wetlands/swamp and bottom land hardwoods, as modified to include construction of MSA-2 as mitigation for the swamp impacts resulting from construction of the Project.”

3. Replace Article I.B. in its entirety with the following:

“B. 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 Project and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsors’ creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, as limited by the MSA-2 credit limit; 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, including monitoring and adaptive management for MSA-2; dispute resolution; participation by the Government and the Non-Federal Sponsors in the Project Coordination Team to discuss significant issues and actions; audits; betterments; or additional work; or the Non-Federal Sponsors’ cost to negotiate this Agreement. The term also does not include any costs incurred by the Non-Federal Sponsors that are above the MSA-2 credit limit for construction of MSA-2, this may include, but is not limited to the following: (1) any additional costs for design and construction; (2) any costs for real property interests, placement area improvements, and relocations provided by the Non-Federal Sponsors; (3) any additional mitigation costs for bottomland hardwoods or marsh impacts resulting from construction of MSA-2, as determined by the Government; (4) any additional costs required to fully mitigate for the swamp impacts resulting from construction of the Project if the Government determines that MSA-2 does not perform or fails to provide the required compensatory swamp mitigation benefits; and (5) funds provided to the Government by the Non-Federal Sponsors to cover the Government’s costs for review, oversight, inspection, technical assistance, or the performance of any work determined by the Government to be an inherently Governmental function.”

4. Add new paragraphs K. and L. to Article I as follows:

“K. The term “MSA-2 credit limit” means the limit on credit for in-kind contributions that the Non-Federal Sponsors can be afforded for design and construction of MSA-2. This credit limit, as determined by the Government, is based on the costs for swamp mitigation included in the BBA 2018 Federal mitigation plan in the amount of \$365,778,000. This credit limit is fixed and is not subject to future adjustment by the Government.

L. The term “Maximum Cost Limit” means the statutory limitation, as applicable, on the total cost of the Project, as determined by the Government in accordance with Section 902 of WRDA 1986, as amended (33 U.S.C. 2280) and Government regulations issued thereto. The following costs shall be used by the Government in calculating an exceedance of the Maximum Cost Limit for the Project: For initial construction, the Non-Federal Sponsors’ contributions of funds that are not Federally financed, the Non-Federal Sponsors’ costs for in-kind contributions, real property interests, relocations, and placement area improvements, and the Non-Federal Sponsors’ costs above the

MSA-2 credit limit; and for the authorized future levee lifts, the total costs for such work.”

5. Replace Articles II.A. and II.B. in their entirety with the following:

“A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct the Project, with initial construction undertaken using BBA 2018 funds, other Federal funds to the extent they are provided for that purpose, and any funds provided by the Non-Federal Sponsors, and with future levee lifts subject to receiving funds appropriated by the Congress and funds provided by the Non-Federal Sponsors.

B. The Non-Federal Sponsors shall contribute 35 percent of construction costs for the Project, 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 for initial construction, 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. Nothing in this provision affects the Non-Federal Sponsors’ responsibility under Article IV for the costs of any cleanup and response related thereto.

2. In providing in-kind contributions, if any, 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. For initial construction of the Project, after considering the estimated amount of credit that will be afforded to the Non-Federal Sponsors pursuant to paragraphs B.1. and B.2., above, as limited by the MSA-2 credit limit, the Government shall determine the contributions of funds required from the Non-Federal Sponsors to meet their 35 percent cost share of such construction costs. In addition, for work related to MSA-2 that is above the MSA-2 credit limit, the Government shall determine the funds required from the Non-Federal Sponsors to cover the Government’s costs for review, oversight, inspection, technical assistance, or the performance of any work determined by the Government to be an inherently Governmental function.

a. The Government shall notify the Non-Federal Sponsors of total amount of funds required 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 at a minimum the full amount of such funds for the then-current fiscal year in accordance with Articles VI.C. and VI.F.

b. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of total amount of funds required from the Non-Federal Sponsors during that fiscal year to meet their cost share. No later than September 30th prior to that fiscal year, the Non-Federal Sponsors shall provide at a minimum the full amount of such required funds to the Government in accordance with Articles VI.C. and VI.F.

4. In lieu of the Non-Federal Sponsors providing the funds required to meet their 35 percent share of the construction costs for initial construction of the Project as specified in paragraph B.3. of this Article, the Non-Federal Sponsors may finance all or part of their required non-Federal funds in accordance with Article VI.D. The funds provided to the Government to cover its costs for work related to MSA-2 that is above the MSA-2 credit limit are not eligible for financing.

5. For each levee lift following initial construction of the Project, after considering 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 of such construction costs. The Government shall notify the Non-Federal Sponsors of funds required for the then-current fiscal year.

a. 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.E.

b. No later than August 1st prior to each subsequent fiscal year during each levee lift, 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 cost share. No later than September 30th 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.E.”

6. Replace Article II.E. in its entirety with the following:

“E. When the District Commander determines that initial construction of the Project, or a functional portion thereof, is complete and was constructed to the design criteria for that portion of the Project, 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. The Government shall furnish the Non-Federal Sponsors with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the “OMRR&R Manual”) and copies of all as-built drawings for the completed work or functional portion thereof. The Non-Federal Sponsors’ OMRR&R activities will generally consist of operating,

maintaining, and repairing the levees and floodwalls, including erosion repairs, cutting grass, levee roadways, seepage collection and interior drainage features, pump stations, control systems, and drainage structures and gates; preventing encroachments; and for the MSA-2, maintenance of intake and levee crossing, headworks, roadway crossings, sediment basin and conveyance channels, railroad crossings, check valves, flow distribution features, remote sensors, maintenance of ancillary channels, including routine inspections and bathymetric surveys every 5 years, removal of debris and deposited material, invasive and nuisance species management, and performing monitoring and adaptive management for MSA-2, as required. However, nothing in this paragraph is intended to require the Non-Federal Sponsors to address loss of risk reduction due to relative sea level rise through the repair, rehabilitation, or replacement of nonstructural components associated with the construction of large ring levees around groups of residential structures nor to require the Non-Federal Sponsors to operate, maintain, repair, rehabilitate, or replace those nonstructural flood proofing measures that constitute elevation of individual residential structures or construction of small ring levees around individual non-residential or light industry / warehouse structures. Further, nothing in this paragraph is intended to require the Non-Federal Sponsors to address loss of risk reduction due to subsidence or relative sea level rise through the repair, rehabilitation, or replacement of the approximately 19-mile levee system around the communities of Montz, Laplace, Reserve, and Garyville. In addition, nothing in this paragraph is intended to affect eligibility under 33 U.S.C. 701n (commonly referred to as Public Law 84-99).”

7. Add as the last sentence in Article II.M. the following:

“However, the Government’s costs for participation on the Project Coordination Team during construction of the future levee lifts shall be included in calculating the Maximum Cost Limit.”

8. Article II.N. is amended by replacing the reference to “Article VI.D.” with “Article VI.F.”

9. Replace Article II.O. in its entirety with the following:

“O. The Non-Federal Sponsors shall design and construct MSA-2 and are solely responsible for all costs above the MSA-2 credit limit without credit, including any transfer of credit to another project, reimbursement, or payment of debt to this Project or another project. In addition, the Non-Federal Sponsors are solely responsible for the costs for monitoring and adaptive management, as required, for MSA-2 as part of their responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the Project.”

10. Article III.D. is amended by replacing the reference to “Article VI.D.” with “Article VI.F.”

11. Add the following phrase to the end of the first sentence of Article V.C.:

“and paragraph E. of this Article.”

12. Replace Article V.C.4.b. in its entirety with the following:

“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 in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind MOU between the Government and Non-Federal Sponsors; any costs of MSA-2 above the MSA-2 credit limit; or for costs that exceed the Government’s estimate of the cost for such in-kind contributions if they had been provided by the Government.”

13. Replace Article V.D. in its entirety with the following:

“D. Costs above the MSA-2 credit limit. No later than October 15th of each year during the construction of MSA-2 by the Non-Federal Sponsors, the Non-Federal Sponsors shall provide the Government with documentation of their costs for the prior fiscal year that are determined to be above the MSA-2 credit limit, including both actual costs to date and the projected remaining costs, for use by the Government in calculating the Maximum Cost Limit for the Project. Such non-Federal costs above the MSA-2 credit limit may include, but are not limited to, the following: any additional costs for design and construction; any costs for real property interests, placement area improvements, and relocations provided by the Non-Federal Sponsors; any additional mitigation costs for bottomland hardwoods or marsh impacts resulting from construction of MSA-2; and any additional costs required to fully mitigate for the swamp impacts resulting from construction of the Project if MSA-2 does not perform or fails to provide the required compensatory swamp mitigation benefits. For work related to MSA-2 that is above the MSA-2 credit limit, any funds provided to the Government by the Non-Federal Sponsors to cover the Government’s costs for review, oversight, inspection, technical assistance, or to perform work that is inherently a Governmental function will also be included in calculating the Maximum Cost Limit for the Project but since such costs are already being tracked by the Government, further reporting of such costs pursuant to this paragraph is not required. The Non-Federal Sponsors costs for monitoring and adaptive management are part of their OMRR&R costs and should not be included in the Non-Federal Sponsors costs above the MSA-2 credit limit.

E. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to credit or reimbursement for the following: real property interests, placement area improvements, or relocations required for construction of MSA-2 or to fully mitigate for the swamp impacts resulting from construction of the Project if MSA-2 does not perform or fails to provide the required compensatory swamp mitigation benefits; real property interests that were previously provided as an item of local cooperation for another Federal project; or real property interests (other than those acquired through relocations) that are owned or controlled by public entities.”

14. Replace Article VI in its entirety with the following:

“A. As of the effective date of Amendment Number 1 to this Agreement, total construction costs are projected to be \$3,381,656,000 with the Government’s share of such costs projected to be \$2,198,076,000 and the Non-Federal Sponsor’s share of such costs projected to be \$ 1,183,580,000.

1. Initial Construction. The total costs for initial construction are projected to be \$2,058,343,000. The Government’s share of the initial construction costs is projected to be \$1,337,923,000 and the Non-Federal Sponsors’ share of construction costs is projected to be \$720,420,000, which includes creditable real property interests, relocations, and placement area improvements projected to be \$46,895,000, in-kind contributions for MSA-2 as limited by the MSA-2 credit limit of \$365,778,000, additional creditable in-kind contributions for the levee items 111, 112, and 113 projected to be \$30,508,000, funds required to meet their share of the construction costs projected to be \$277,239,000.

2. Authorized Future Levee Lifts. The construction costs for the future levee lifts are projected to be \$1,323,313,000 with the Government’s share of such costs projected to be \$860,153,000, and the Non-Federal Sponsors’ share of such costs projected to be \$463,160,000, which includes creditable real property interests, relocations, placement area improvements projected to be \$0, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet their 35 percent cost share projected to be \$463,160,000.

3. Average annual costs for operation, maintenance, repair, replacement, and rehabilitation of the Project are projected to be \$12,500,000. Costs for betterments are projected to be \$0 and costs for additional work are projected to be \$0.

4. The above amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. During initial construction and construction of a levee lift, the Government shall provide the Non-Federal Sponsors with monthly reports setting forth the estimated construction costs and the Government’s and Non-Federal Sponsor’s 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; the estimated amount of funds required from the Non-Federal Sponsors during the upcoming fiscal year; and, if any required non-Federal funds for initial construction are financed pursuant to Article II.B.4., the monthly amounts incurred to date and the estimated interest charges applied to each monthly amount.

C. Payment of Funds During Initial Construction of the Project. To the extent the Non-Federal Sponsors elect to provide during initial construction the funds required to meet their 35 percent share of the construction costs, or a portion thereof, the following provisions apply:

1. The Non-Federal Sponsors shall provide such funds 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 have 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.

2. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of the 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 their required share of 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 or may elect to defer payment of such funds in accordance with paragraph D. of this Article.

3. Upon completion or termination of initial construction 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 by delivering a check payable to "FAO, USAED, New Orleans (B2)" to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government, or the Non-Federal Sponsors may finance such payment pursuant to paragraph D. of this Article. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay their share of the 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 the construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if the final accounting determines that the Non-Federal Sponsors' credit for real property interests, relocations, and placement area improvements combined with credit for in-kind contributions exceed their share of the construction costs, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsors.

D. Deferred Payment of Funds for Initial Construction of the Project. To the extent Federal funds are available and the Non-Federal Sponsors elects to finance all or

a portion the funds required to meet their 35 percent share of the construction costs during initial construction, the following provisions apply:

1. During initial construction of the Project, the Government will maintain records of monthly Federal expenditures and determine the non-Federal share of such expenditures. Beginning with award of the first construction contract, which is initiation of construction, the Government shall start charging interest on the non-Federal share of each monthly amount of Federal expenditures that is financed. The first monthly amount of the non-Federal share of Federal expenditures that is financed shall include the non-Federal share of any design costs incurred by the Government that were not previously cost shared at 35 percent. The Government shall determine the interest rate, based on a 30-year maturity period for the fiscal year in which construction is initiated, in accordance with Section 106 of the WRDA 1986. Interest shall be compounded annually on the anniversary of each monthly amount until the date construction is completed or terminated, as applicable. If such anniversary is less than twelve months, the Government shall prorate the interest charges. The Government shall provide the Non-Federal Sponsors with monthly reports of all such monthly amounts expended to date and the estimated interest charges applied to each monthly amount. Following completion or termination of initial construction, interest shall be calculated in accordance with paragraphs D.2. and D.4. of this Article.

2. Pursuant to Article II.E. or Article VII, the District Commander shall provide written notification to the Non-Federal Sponsors of the date initial construction was completed or terminated, as applicable. No later than 30 calendar days after the date of the District Commander's written notice, the Government shall complete a final accounting and notify the Non-Federal Sponsors in writing of the principal amount, which includes the portion of the non-Federal contribution of funds that has been financed plus interest that has accrued during initial construction. Further, the Government shall notify the Non-Federal Sponsor of the annual installment amounts for payment of the principal amount amortized over a 30-year maturity period, using the same interest rate that was used to calculate interest during initial construction with the addition of a 1/8 percent transaction fee to that interest rate as required by Section 106 of the WRDA 1986. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay their share of the construction costs, including contract claims or any other liability that may become known after the final accounting. In addition, if the final accounting determines that the Non-Federal Sponsors' credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed their share of the construction costs, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsors.

3. The Non-Federal Sponsors shall pay the first installment no later than 30 calendar days after the date of the Government's notification of the principal amount and annual installment amounts pursuant to paragraph D.2. of this Article, and each annual installment thereafter on the anniversary date of such notification, by delivering a check payable to "FAO, USAED, New Orleans (B2)" to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures

established by the Government. The Non-Federal Sponsors, in their sole discretion, may prepay the principal amount, in whole or in part, at any time without penalty.

4. Beginning five years after completion or termination of initial construction, as applicable, and at five-year intervals thereafter, the Government shall recalculate the annual installment amounts by amortizing the outstanding portion of the principal amount over the remaining portion of the payment period. The interest rate for each recalculation is determined in accordance with Section 106 of the WRDA 1986 based on a 30-year maturity period, plus the 1/8 percent transaction fee, for the fiscal year at the time of such recalculation. The Government shall notify the Non-Federal Sponsors in writing of the recalculated annual installment amounts within 15 calendar days of such payments being due. The last installment amount shall be adjusted upward or downward to assure payment of all the indebtedness.

E. Payment of Funds for an Authorized Levee Lift.

1. The Non-Federal Sponsors shall provide the funds required to meet their 35 percent share of construction costs by a payment method specified in Article VI.C.1.

2. 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 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.

3. The Government shall conduct a final accounting after completion of each levee lift and furnish the Non-Federal Sponsors with the 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 the 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. In addition, if the final accounting determines that the Non-Federal Sponsors' credit for real property interests, relocations, and placement area improvements combined with credit for in-kind contributions exceed their share of construction costs, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsors.

F. If there are real property interests, placement area improvements, relocations, additional work, or betterments provided on behalf of the Non-Federal Sponsors, or for the Government's work related to MSA-2 that is above the MSA-2 credit limit, 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 either payment method specified in Article VI.D.3. 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 Government determines that funds provided by the Non-Federal Sponsor exceed the amount that was required for the Government to complete such work, the Government shall refund any remaining unobligated amount."

15. Add as the last sentence in Article VII.B. the following:

"In addition, the Government may suspend construction if the Maximum Cost Limit is expected to be exceeded."

16. Add as the last sentence in Article X.B. the following:

"However, the Government's costs for audits performed during construction of the future levee lifts shall be included in calculating the Maximum Cost Limit."

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: C. A. Jones
CULLEN A. JONES, P.E., PMP
Colonel, U.S. Army
District Commander

COASTAL PROTECTION AND
RESTORATION AUTHORITY BOARD OF
LOUISIANA

BY: Gordon "Gordy" Dove
GORDON "GORDY" DOVE
Chairman

DATE: 6/27/25

DATE: 6/3/25

PONTCHARTRAIN LEVEE DISTRICT

BY: 

SENECCA D. BOUDREAUX
President

DATE: May 29, 2025

CERTIFICATION REGARDING LOBBYING

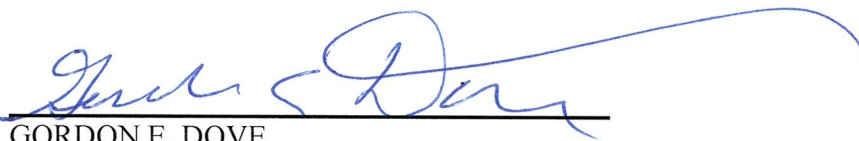
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 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.



GORDON E. DOVE
Chairman
Coastal Protection and Restoration
Authority Board of Louisiana

DATE: 3 June ~~May~~ 2025

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, GORDON "GORDY" DOVE, do hereby certify that I am the Chairman of the Coastal Protection and Restoration Authority Board of Louisiana (the "Non-Federal Sponsor") which the State of Louisiana is acting by and through; that I am aware of the financial obligations of the Non-Federal Sponsor for the West Shore Lake Pontchartrain Hurricane And Storm Damage Reduction Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligation under the Project Partnership Agreement Between the Department of the Army and the State of Louisiana and the Pontchartrain Levee District for the West Shore Lake Pontchartrain Hurricane and Storm Damage Reduction Project.

IN WITNESS WHEREOF, I have made and executed this certification this 3 day of ~~May~~ ^{June} 2025.

BY:



GORDON E. DOVE

Chairman

Coastal Protection and Restoration Authority Board of Louisiana

DATE:

3 ~~May~~ ^{June} 2025

CERTIFICATE OF AUTHORITY

I, CHRISTINE "CHRIS" BARNES, do hereby certify that, at the request of the Chairman of the Coastal Protection and Restoration Authority Board of Louisiana, I serve as the legal counsel for the Coastal Protection and Restoration Authority Board of Louisiana (the "Non-Federal Sponsor") which the State of Louisiana is acting by and through, that the public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the State of Louisiana and the Pontchartrain Levee District in connection with the West Shore Lake Pontchartrain Hurricane and Storm Damage 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 Coastal Protection and Restoration Authority Board of Louisiana acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 4th day of June 2025.



CHRISTINE "CHRIS" BARNES

General Counsel

Coastal Protection and Restoration Authority Counsel

Coastal Protection and Restoration Authority Board of Louisiana

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 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.



SENECCA BOUDREAUX

President

Pontchartrain Levee District

DATE: 29 May 2025

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, SENECCA BOUDREAUX, do hereby certify that I am the President of the Pontchartrain Levee District (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the West Shore Lake Pontchartrain Hurricane And Storm Damage Reduction Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligation under the Project Partnership Agreement Between the Department of the Army and the State of Louisiana and the Pontchartrain Levee District for the West Shore Lake Pontchartrain Hurricane and Storm Damage Reduction Project.

IN WITNESS WHEREOF, I have made and executed this certification this 29 day of May 2025.

BY:



SENECCA BOUDREAUX

TITLE: President, Pontchartrain Levee District

DATE: 29 May 2025

CERTIFICATE OF AUTHORITY

I, DWIGHT POIRRIER, do hereby certify that I am the principal legal officer for the Pontchartrain Levee District (the "Non-Federal Sponsor"), that the Pontchartrain Levee District 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 the State of Louisiana and the Pontchartrain Levee District in connection with the West Shore Lake Pontchartrain Hurricane and Storm Damage 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 Coastal Protection and Restoration Authority Board of Louisiana acted within his statutory authority.


IN WITNESS WHEREOF, I have made and executed this certification this 4th day of June 2025.



DWIGHT POIRRIER
Principal Legal Officer
Pontchartrain Levee District

District Commander's Certification that Amendment Number 1 to the Project Partnership Agreement, As Executed, Does Not Deviate from the Approved Amendment Number 1 to the Project Partnership Agreement

I attest that Amendment Number 1 to the Project Partnership Agreement dated February 10, 2019 between the Department of the Army, the State of Louisiana, acting by and through, the Coastal Protection and Restoration Authority Board of Louisiana and the Pontchartrain Levee District for the West Shore Lake Pontchartrain Hurricane and Storm Damage Reduction Project, as executed on June 27, 2025, does not deviate from the approved Amendment Number 1 to the Project Partnership Agreement.


CULLEN A. JONES
Colonel, EN
Commanding

Date: 27/06/25