

**AMENDMENT NO. 1
COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
LAKE BORGNE BASIN LEVEE DISTRICT
AND THE PARISH OF ST. BERNARD, LOUISIANA
FOR
REHABILITATION OF A FEDERAL HURRICANE/SHORE PROTECTION
PROJECT**

THIS AMENDMENT, entered into by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, New Orleans District, U. S. Army Corps of Engineers, and the LAKE BORGNE BASIN LEVEE DISTRICT and the PARISH OF ST. BERNARD, LOUISIANA (hereinafter collectively referred to as the "Public Sponsors"), represented by the President of the Board of Commissioners of the Lake Borgne Basin Levee District and the President of the St. Bernard Parish Council, respectively.

WITNESSETH THAT:

WHEREAS, the Government constructed a Hurricane/Shore Protection Project (hereinafter referred to as the HSPP) for the Lake Pontchartrain, Louisiana and Vicinity, Chalmette Area Plan, authorized by the Flood Control Act of 1965, Public Law 298 of the 89th Congress, approved October 27, 1965, as amended, and governed by the Agreements of Local Assurance dated August 16, 1966 and February 15, 1977 and entitled "Act of Assurance" for the Chalmette Area Plan, Lake Pontchartrain and Vicinity, Louisiana, St. Bernard Parish, Louisiana and the "Agreement Between the United States of America and the Board of Commissioners of the Lake Borgne Basin Levee District and the St. Bernard Parish Police Jury for the Lake Pontchartrain and Vicinity, Louisiana Project", respectively, which remain in full effect;

WHEREAS, pursuant to 33 U. S. C. 701n, the Government is authorized to assist in the repair and restoration of any federally authorized hurricane or shore protective structure damaged or destroyed by wind, wave, or water action of other than an ordinary nature;

WHEREAS, via written correspondence, the Public Sponsors hereby represent that they have the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and are willing to participate in the HSPP Rehabilitation Effort in accordance with the terms of this Agreement.

WHEREAS, on October 2, 2005, the Government and the Public Sponsors entered into a Cooperation Agreement (hereinafter the "Agreement") for the

rehabilitation of a portion of the Lake Pontchartrain, Louisiana, Project, Chalmette Area Plan located in St. Bernard Parish, Louisiana.

WHEREAS, the Government and the Public Sponsors desire to enter into an amendment of the Agreement for the rehabilitation of a portion of the Lake Pontchartrain, Louisiana, Project, Chalmette Area Plan located in St. Bernard Parish, Louisiana.

THEREFORE, the Government and the Public Sponsors hereby amend the hereinabove described Cooperation Agreement dated October 2, 2005 by rescinding Articles I through XIII thereof, thereafter replacing the said rescinded Articles with the following Articles, to wit:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term “Rehabilitation Effort” shall mean the repair and rehabilitation of damaged areas and the replacement of particular features of that portion of the Lake Pontchartrain and Vicinity, Louisiana Project, Chalmette Area Plan that lies within St. Bernard Parish Louisiana to the authorized level of design protection, including over build, as appropriate, as constructed prior to the 2005 hurricane event, in accordance with the project authority therefor, as generally described in the “Project Information Report, PL 84-99, Rehabilitation of Damaged Flood Control Works, Lake Pontchartrain, La And Vicinity Hurricane Protection Project, St. Bernard and Orleans Parishes, La”, prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated October 1, 2005 and approved by the Division Engineer on October 2, 2005, as revised by the “Project Information Report, PL 84-99, Rehabilitation of Damaged Hurricane/Shore Protection Project, Lake Pontchartrain, La And Vicinity Hurricane Protection Project, Chalmette Area Plan, St. Bernard and Orleans Parishes, La”, prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated October 15, 2005 and approved by the Division Engineer on October 16, 2005. It is understood and agreed that these Project Information Reports, as revised, are subject to change by the Government in consultation with the Sponsor.

B. The term “Rehabilitation Effort costs” shall mean all costs incurred by the Government directly related to construction of the Rehabilitation Effort. Such term shall include, but is not necessarily limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; the costs of lands, easements, rights of way, borrow, and relocations that are not owned, claimed or controlled by the Public Sponsors; and the cost of investigations to identify the existence of the hazardous substances as identified in Article XII.A. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsors’ preferred alternatives; periodic nourishment under the project authorization; or the costs of lands,

easements, rights-of-way, borrow, or relocations that are owned, claimed, or controlled by the Public Sponsors.

C. The term “betterment” shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, whether singly or collectively, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II – OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States, shall expeditiously construct the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsors shall be afforded the opportunity to review and comment on all such solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The District Engineer will, in good faith, consider the comments of the Public Sponsors, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the District Engineer.

B. As further specified in Article III, the Public Sponsors shall provide right of entry to all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the HSPP.

1. As further specified in Article III, after receiving the Public Sponsors’ right of entry to the lands, easements, and rights of way, including suitable borrow and dredged or excavated material disposal areas (LERD) that are described in Article III.A.2. and III.A.3. of this Amendment, the Government, subject to the availability of appropriations, shall identify and pay just compensation to the owners of a compensable interest in the LERD described in Article III.A.3 of this Amendment. Additionally, the Government, subject to the availability of appropriations, shall acquire interests in those LERD described in Article III.A.2 of this Amendment to which the Public Sponsors were unable to obtain right of entry despite their best efforts.

2. As further specified in Article II, the Government shall perform such relocations as it determines to be necessary for the Rehabilitation Effort.

C. The Public Sponsors shall not use Federal funds to meet their share of Rehabilitation Effort costs under this Amendment unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

D. The Public Sponsors shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, the HSPP, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

E. The Public Sponsors may request the Government to accomplish betterments. The Public Sponsors shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsors in accordance with Article IV.

F. The Public Sponsors shall prevent future encroachments on lands, easements, and rights-of-way provided by the Public Sponsors for the Rehabilitation Effort which might interfere with the proper functioning of the Rehabilitation Effort and the HSPP, as determined by the Government. Said lands shall be retained in public ownership for uses compatible with the authorized purposes of the Rehabilitation Effort and the HSPP.

ARTICLE III – LANDS AND PUBLIC LAW 91-646

A. The Government shall provide the Public Sponsors with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsors shall, at no cost to the Government, provide right of entry, to all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, (hereinafter LERD) as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Project and the Rehabilitation Effort, in the manner hereinafter discussed.

1. The Public Sponsors shall provide right of entry to all LERD that they own, claim or control (hereinafter Public Sponsor LERD) in a manner that is free and clear of any liens, defects of title, or encumbrances, including the release or subordination to the Rehabilitation Effort of any third party interests, as determined by the Government to be necessary for the construction, operation and maintenance of the Rehabilitation Effort;

2. The Public Sponsors shall use their best efforts to provide right of entry to LERD that any other non-Federal governmental entity owns, claims, or controls (hereinafter Other Non-Federal Governmental LERD) in a manner that is free and clear of any liens, defects of title, or encumbrances, including the release or subordination to the Rehabilitation Effort of any third party interests within such LERD, as determined by the Government to be necessary for the construction, operation and maintenance of the Rehabilitation Effort; and

3. The Public Sponsors shall provide right of entry to all other LERD not owned, claimed, or controlled by the Public Sponsors or Other Non-Federal Governmental Entities (hereinafter Private LERD) as follows:

a. The Public Sponsors shall secure or cause to be secured an executive commandeering order or orders from the President of St. Bernard Parish, Louisiana, which said order or orders shall commandeer Private LERD, in accordance with powers set forth in La. R.S. 29:721, et seq., including all privately owned third party interests, as determined by the Government to be necessary for the construction, operation and maintenance of the Rehabilitation Effort;

b. In the event that the commandeering official is not the presiding official of the Public Sponsors, the Public Sponsors must secure a right of entry from the commandeering official to the Private LERD described in the Commandeering Order or Orders; and

c. The Public Sponsors shall tender a right of entry to the Government for the Private LERD.

4. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Government shall perform such relocations as it determines to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. In addition, the Government in the name of the Public Sponsors, identify and provide just compensation to the owners of a compensable interest in the Private LERD and shall acquire the requisite interests in the non-Federal Governmental LERD to which the Public Sponsors, despite their its best efforts, was unable to obtain a free and unencumbered right of entry, all in accordance with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Project and the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

1. The Government shall obtain a deed or servitude agreement, as appropriate, in the name of the Public Sponsors, for those interests described in the Commandeering Order or Orders referenced in Paragraph A.3.a. of this Article. In like manner, the Government shall obtain a deed or servitude

agreement, as appropriate, in the name of the appropriate Public Sponsor, for those interests in the non-Federal Governmental LERD to which the Public Sponsors, despite their best efforts, was unable to obtain a free and unencumbered right of entry.

2. Where the Government is unable to obtain free and unencumbered title on the behalf of the Public Sponsors or to reach an agreement with the interest owners in the Private and Other Non-Federal Governmental LERD, the Government shall obtain such interests, in the name of the United States of America, through the exercise of its eminent domain authority.

3. After the Rehabilitation Effort is complete and the acquisition and eminent domain proceedings finalized, the Government shall transfer and assign all of the Private and Other Non-Federal Governmental LERD acquired in the name of the United States of America pursuant to paragraph B.2. of this Article to the Public Sponsors through quitclaim deed, which said transfer, quitclaim, and assignment the appropriate Public Sponsors hereby agree to accept,

ARTICLE IV – METHOD OF PAYMENT

A. The Public Sponsors shall provide, during the period of construction, cash payments required to meet the Public Sponsors' obligations under Article II.E. of the Amendment. Rehabilitation Effort costs are currently estimated to be \$57,780,000. In order to meet the Public Sponsors' cash payment requirements, the Public Sponsors must provide a cash contribution estimated to be \$0.0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not construed as the total financial responsibilities of the Government and the Public Sponsors.

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

thereafter, the Public Sponsors shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of contributions made by the Public Sponsors. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute costs and tender a final accounting of the Public Sponsors' obligations under Article II.E. of this Amendment.

1. In the event the total contribution by the Public Sponsors is less than the cost of the Public Sponsors' obligations under Article II.E. of this Amendment, the Public Sponsors shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsors' required share of the cost of the obligations under Article II.E. of this Amendment.

2. In the event the total contribution by the Public Sponsors is more than the Public Sponsors' required obligation under Article II.E. of this Amendment, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsors. In the event the existing funds are not available to repay the Public Sponsors for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsors for excess contributions provided.

ARTICLE V – CREDITING OF IN-KIND SERVICES

The Public Sponsors shall not be entitled to receive a credit or reimbursement for any costs incurred by the Public Sponsors hereunder.

ARTICLE VI – OPERATION AND MAINTENANCE

A. The Public Sponsors maintain responsibility for operating and maintaining the HSPP at all times. After the District Engineer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsors with written notice of such determination, the Public Sponsors shall operate and maintain the HSPP, to include those areas restored by the Rehabilitation Effort, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto and other applicable authorities.

B. The Public Sponsors hereby give the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsors own, claim, or control for access to the HSPP for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the HSPP. If an inspection shows the

Public Sponsors for any reason is failing to fulfill the Public Sponsors' obligations under this Amendment without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsors. If, after 30 calendar days from receipt of such notice, the Public Sponsors continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsors own, claim or control for access to the Project for the purposes of completing, operating, and maintaining the project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsors of responsibility to meet the Public Sponsors' obligations as set forth in this Amendment, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Amendment.

ARTICLE VII – FEDERAL AND STATE LAWS

In the exercise of the Public Sponsors' rights and obligations hereunder, the Public Sponsors agree to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII – RELATIONSHIP OF PARTIES

The Government and the Public Sponsors act in an independent capacity in the performance of their respective functions under the Amendment, and none of the parties are to be considered the officer, agent, nor employee of the other parties.

ARTICLE IX – OFFICIALS NOT TO BENEFIT

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

ARTICLE X – COVENANT AGAINST CONTINGENT FEES

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

ARTICLE XI – TERMINATION OR SUSPENSION

If at any time the Public Sponsors fail to carry out their obligations under this Amendment, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and the HSPP. However, deferral of future performance under this Amendment shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Amendment pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Amendment. In the event that either party elects to defer future performance under this Amendment pursuant to this Article, such deferral shall remain in effect until such time as either the Government or the Public Sponsors elect to proceed with further construction or terminate this Amendment.

ARTICLE XII – HAZARDOUS SUBSTANCES

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

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

C. The Government and the Public Sponsors shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsors determine to proceed or continue with the construction after considering liability that may arise under CERCLA, the Public Sponsors shall be responsible, as between the Government and the Public Sponsors, for any and all necessary clean up and response costs, to include the

costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Amendment. In the event the Public Sponsors fail to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsors' responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Amendment.

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

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

ARTICLE XIII – NOTICES

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

If to the Public Sponsors:

Executive Director
Lake Borgne Basin Levee District
P. O. Box 759
Cotton Port, Louisiana

President
St. Bernard Parish Council
St. Bernard Parish, Louisiana
8201 West Judge Perez Drive
Chalmette, Louisiana 70043

If to the Government:

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


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

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

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

FEDERAL SPONSOR:

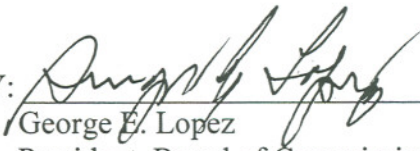
THE DEPARTMENT OF THE ARMY

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

Date: 10/17/05

PUBLIC SPONSORS:

LAKE BORGNE BASIN LEVEE
DISTRICT

BY: 
George E. Lopez
President, Board of Commissioners

Date: 10/17/05
ST. BERNARD PARISH COUNCIL
ST. BERNARD PARISH, LOUISIANA

BY: 
Henry J. Rodriguez, Jr.
President

Date: 10/17/05

CERTIFICATION REGARDING LOBBYING


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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



George E. Lopez
President, Board of Commissioners
Lake Borgne Basin Levee District

DATE: 10/12/05

CERTIFICATION REGARDING LOBBYING

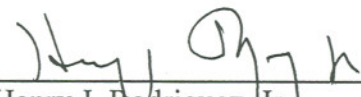
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.

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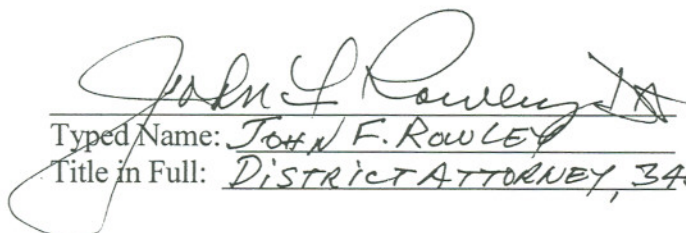
Henry J. Rodriguez, Jr.
President
St. Bernard Parish Council
St. Bernard Parish, Louisiana

DATE: 10/17/05

CERTIFICATE OF AUTHORITY

I, JOHN F ROWLEY, do hereby certify that I am the principal legal officer of the Lake Borgne Basin Levee District, that the Lake Borgne Basin 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 Lake Borgne Basin Levee District and the St. Bernard Parish Council, St. Bernard Parish, Louisiana in connection with that portion of the Lake Pontchartrain, Louisiana and Vicinity, Chalmette Area Plan project insofar as such project lies within St. Bernard Parish, Louisiana, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Lake Borgne Basin Levee District have acted within their statutory authority.


IN WITNESS WHEREOF, I have made and executed this certification this
17TH day of October 2005.


Typed Name: JOHN F. ROWLEY
Title in Full: DISTRICT ATTORNEY, 34TH JDC

CERTIFICATE OF AUTHORITY

I, ALAN S. ABADIE, do hereby certify that I am the principal legal officer of the St. Bernard Parish Council, St. Bernard Parish, Louisiana, that the St. Bernard Parish Council, St. Bernard Parish, Louisiana 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 Lake Borgne Basin Levee District and the St. Bernard Parish Council, St. Bernard Parish, Louisiana in connection with the Lake Pontchartrain, Louisiana and Vicinity, Chalmette Area Plan project, insofar as such project lies within St. Bernard Parish, Louisiana, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the St. Bernard Parish Council, St. Bernard Parish, Louisiana have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
17TH day of OCT 2005.


Typed Name: ALAN S. ABADIE
Title in Full: Legal asst to Mayor