

**AMENDMENT NO. 1  
COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE LAKE BORGNE BASIN LEVEE DISTRICT  
AND THE PARISH OF ST. BERNARD, LOUISIANA  
FOR  
POST FLOOD RESPONSE ASSISTANCE (FLOOD or COASTAL STORM)**

**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 referred to as the "Public Sponsors"), represented by 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 Governor of the State of Louisiana has declared a state of emergency for the state of Louisiana pursuant to Proclamation No. 48 KBB 2005 issued on August 26, 2005 due to Hurricane Katrina's potential to cause severe storms, high winds, and torrential rain that could cause flooding and damage to private property and public facilities, and threaten the safety and security of the citizens of Louisiana;

**WHEREAS**, following Hurricane Katrina's striking Louisiana and resulting in severe flooding and damage to the southeastern part of the State which has threatened the safety, health, and security of the citizens of the State of Louisiana, along with private property and public facilities, the Governor issued Proclamation No. 54 KBB 2005 on September 22, 2005 to renew the previous Proclamation thus extending the state of emergency until October 25, 2005;

**WHEREAS**, due to the aftermath of Hurricane Katrina and the continuing threat to the safety, health, and security of the citizens of the State of Louisiana, on October 24, 2005, the Governor has issued Proclamation No. 61 KBB 2005 to extend the state of emergency through Thursday, November 24, 2005 unless terminated sooner;

**WHEREAS**, due to severe storm damage and extreme flooding to private property and public facilities that continues to threaten the safety, health, and security of the citizens of the state of Louisiana, on November 17, 2005, the Governor issued Proclamation No. 68 KBB 2005 in order to renew Proclamation No. 48 KBB 2005, as

amended by Proclamation Nos. 54 KBB 2005 and 61 KBB 2005 to extend the state of emergency and disaster through Saturday, December 24, 2005, unless terminated sooner;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair and restoration of any flood control work threatened or destroyed flood;

**WHEREAS**, the Public Sponsors own, operate, maintain and control certain non-Federal flood control levee(s) situated within the Parish of St. Bernard, State of Louisiana and extending approximately from the St. Bernard Parish and Orleans Parish line to the town of Verret in St. Bernard Parish, State of Louisiana (hereinafter referred to as "non-Federal levee");

**WHEREAS**, 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 accordance with the terms of this Agreement;

**WHEREAS**, on November 3, 2005, the Government and the Public Sponsors entered into a Cooperation Agreement (hereinafter the "Agreement") concerning the acquisition of suitable borrow areas for the rehabilitation of particular features of the non-Federal levee lying within St. Bernard Parish, Louisiana;

**WHEREAS**, the Government and the Public Sponsors desire to enter into an amendment of the Agreement dated November 3, 2005 concerning the acquisition of suitable borrow areas for the rehabilitation of particular features of the non-Federal levee lying within St. Bernard Parish, Louisiana;

**WHEREAS**, the Government and the Public Sponsors hereby amend the hereinabove described Agreement dated November 3, 2005 by rescinding Paragraphs A, B, C and D thereof, thereafter replacing the said rescinded Paragraphs with the following Articles, to-wit:

## ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Construction Effort" shall mean repair consisting of enlargement (lift) of an existing levee section of non-Federal levee that lies within St. Bernard Parish, Louisiana with varying crown elevations ranging from approximately + 6 to +10 North American Vertical Datum (NGVD), and will be constructed within the existing levee rights of way. The levee construction covers a total of 16.3 miles of levee and will be separated into 4 segments (2 segments to be accomplished by contract, 1 segment to be accomplished by Corps of Engineers hired labor, and the fourth segment to be accomplished by Louisiana National Guard), each segment described as follows:

Segment 1: Paris Road to the Violet Canal (including the levee along the north bank of the Violet Canal) - 6.2 miles to be completed by contract;

Segment 2: Violet Canal South Bank Levee - 1.4 miles to be completed by Corps of Engineers hired labor maintenance units;

Segment 3: Violet Canal to Pump Station 5 - 1.7 miles to be completed by the Louisiana National Guard;

Segment 4: Pump Station 5 to Verret (where the non Federal levee intersects the Hurricane Protection Levee) - 7.5 miles to be accomplished by contract.

All levee sections will be the same, that is, an earthen levee section built up to a crown elevation of +10 NGVD with 1 vertical on 3 horizontal side slopes. The levee crown will be 10-feet wide, all in accordance with the one time exceptions to cost sharing policy, which are described in the CECW-ZB Memorandum For Records SUBJECT: ASA(CW) Verbal Approval of Policy Deviations dated 10 October 2005.

B. The term "Construction Effort costs" shall mean all costs incurred by the Government directly related to construction of the Construction 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 Construction 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 Construction Effort.

## ARTICLE II – OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSORS

A. The Government, subject to receiving funds appropriated by the Congress of the United States, shall expeditiously construct the Construction 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 Construction Effort

(whether the work is performed under contract or by Government personnel or by non-Federal 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 Construction Effort and the non-Federal levee.

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 III, the Government shall perform such relocations as it determines to be necessary for the Construction Effort.

C. The Public Sponsors shall not use Federal funds to meet their share of Construction 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 Construction Effort, the non-Federal levee, 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 Construction Effort which might interfere with the proper functioning of the Construction Effort and the non-Federal levee, as determined by the Government. Said lands shall be retained in public ownership for uses compatible with the authorized purposes of the Construction Effort and the non-Federal levee.

### 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 Construction 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 non-Federal levee and the Construction 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 Construction Effort of any third party interests, as determined by the Government to be necessary for the construction, operation and maintenance of the Construction 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 Construction 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 Construction 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 Construction 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 Construction Effort. In addition, the Government in the name of the Public Sponsors, shall 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 non-Federal levee and the Construction 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 Construction 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. Construction Effort costs are currently estimated to be \$8,155,000. 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 Construction 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 non-Federal levee at all times. After the District Engineer has determined that construction of the Construction Effort is complete and provided the Public Sponsors with written notice of such determination, the Public Sponsors shall operate and maintain the non-Federal levee, to include those areas restored by the Construction 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 non-Federal levee for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the non-Federal levee. 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 agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the 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 Construction Effort, unless the District Engineer determines that continuation of work on the Construction 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 Construction Effort and the non-Federal levee. 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 Construction 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 Construction 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 Construction 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 non-Federal levee or the Construction 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 Construction Effort, or, if already in construction, to continue with construction of the Construction Effort, or to terminate construction of the Construction 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 Construction 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 Construction 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 Construction 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 non-Federal levee (which the Construction Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsors shall operate and maintain the non-Federal levee 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

If to the Government:

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

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


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:

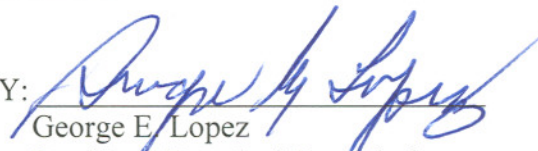
THE DEPARTMENT OF THE ARMY

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

Date: 1 Dec 05

PUBLIC SPONSORS:

LAKE BORGNE BASIN LEVEE  
DISTRICT

BY:   
George E. Lopez  
President, Board of Commissioners

Date: Nov. 30, 2005

ST. BERNARD PARISH COUNCIL <sup>Government</sup>  
ST. BERNARD PARISH, LOUISIANA

BY:   
Henry J. Rodriguez, Jr.  
President

Date: Nov 30 2005

## 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: NOV. 30, 2005

## CERTIFICATION REGARDING LOBBYING

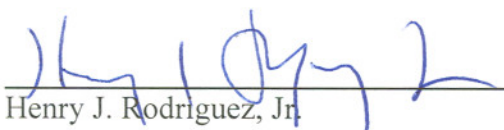
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.

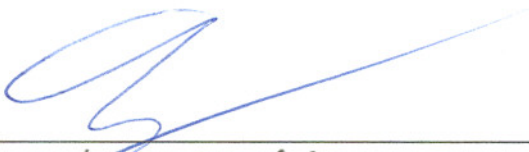
  
\_\_\_\_\_  
Henry J. Rodriguez, Jr.  
President  
St. Bernard Parish ~~Council~~ *GOVERNMENT*  
St. Bernard Parish, Louisiana

DATE: November 30<sup>th</sup> 2005

### CERTIFICATE OF AUTHORITY

I, ALANISA ABADIE, do hereby certify that I am the attorney for the St. Bernard Parish Government, St. Bernard Parish, Louisiana, that St. Bernard Parish Government, St. Bernard Parish, Louisiana is a legally constituted public entity 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 Government, 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 Government, St. Bernard, Louisiana have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
30TH day of November, 2005.

  
\_\_\_\_\_  
Typed Name: ALAN J. ABADIE  
Title in Full: ATTORNEY

CERTIFICATE OF AUTHORITY

I, MARCEL J. GUENIOT, do hereby certify that I am the attorney for the Lake Borgne Basin Levee District, that the Lake Borgne Basin Levee District is a legally constituted public entity 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 Government, 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  
30TH day of NOVEMBER, 2005.



Typed Name: MARCEL J. GUENIOT

Title in Full: ASSISTANT DISTRICT ATTORNEY