

AMENDMENT NUMBER 2 OF THE
LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE WEST JEFFERSON LEVEE DISTRICT
FOR CONSTRUCTION OF THE
ACCELERATED COMPLETION OF CONSTRUCTION
OF THE WEST BANK AND VICINITY, NEW ORLEANS, LOUISIANA,
HURRICANE PROTECTION PROJECT
SITUATED IN JEFFERSON, ORLEANS AND PLAQUEMINES PARISHES,
LOUISIANA

THIS AMENDMENT NUMBER 2 of the Local Cooperation Agreement (hereinafter "Amendment No. 2") is entered by and between the **DEPARTMENT OF THE ARMY** (hereinafter the "Government"), represented by the District Engineer, New Orleans District, U.S. Army Corps of Engineers, **LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT** (hereinafter "DOTD"), represented by the Secretary of the Louisiana Department of Transportation and Development, appearing herein as the Non-Federal Sponsor for the construction of the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project and the **WEST JEFFERSON LEVEE DISTRICT** (hereinafter "WJLD"), represented by the President of the Board of Commissioners of the Southeast Louisiana Flood Protection Authority – West Bank, appearing herein as the Non-Federal Sponsor for the operation, maintenance, repair, replacement and rehabilitation of the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project (hereinafter collectively "Non-Federal Sponsor").

WITNESSETH, THAT:

WHEREAS, the West Bank Hurricane Protection Levee, Jefferson Parish, Louisiana (Westwego to Harvey Canal) was authorized by Water Resources Development Act (hereinafter "WRDA") of 1986, Public Law 99-662 Section 401(b);

WHEREAS, on December 28, 1990, the Government and the West Jefferson Levee District entered into a Local Cooperation Agreement (hereinafter the "1990 Agreement") for construction of the West Bank Hurricane Protection Levee (Westwego to Harvey Canal) Project;

WHEREAS, West Bank Hurricane Protection Levee, Jefferson Parish, Louisiana (Westwego to Harvey Canal) was amended by WRDA of 1996, Public Law 104-303, Section 101(a)(17) to include West Bank of the Mississippi River, New Orleans (East of Harvey Canal), Louisiana, and by WRDA of 1996, Public Law 104-303, Section 101(b)(11) to include the Westwego to Harvey Canal, Louisiana, West Bank Hurricane Protection (Lake Cataouatche Area), Jefferson Parish, Louisiana, Project (collectively hereinafter referred to as "Project");

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, Section 902 of Public Law 99-662 establishes the maximum amount of costs for the Project and sets forth procedures for adjusting such maximum amount;

WHEREAS, Act 1012 of the 1993 Session of the State of Louisiana Legislature, codified in La. Rev. Stat. §38:100-104, authorizes the DOTD to assume the role of the Non-Federal Sponsor from the West Jefferson Levee District for the construction of the West Bank Hurricane Protection Levee (Westwego to Harvey Canal) Project and to serve as Non-Federal Sponsor for the construction of the West Bank, Vicinity of New Orleans, Louisiana Hurricane Protection Project, as modified by Sections 101(a)(17) and 101(b)(11) of the Water Resources Development Act of 1996, Public Law 104-303;

WHEREAS, the DOTD and the Government entered into a Memorandum of Agreement (hereinafter "MOA") on May 16, 1995, wherein the Government, subject to certain terms and conditions, agreed to grant to the DOTD a right of use, without warranty, of the interests the Government held in the perpetual servitudes in the vicinity of the Algiers Canal, which servitudes the Government has acquired for the Algiers Lock and Canal (Alternate Connection with the Mississippi River in the Vicinity of Algiers at New Orleans), a part of the Intracoastal Waterway, Gulf Section;

WHEREAS, through a Grant of Particular Use (hereinafter "GPU") dated August 30, 2000, the Government granted, without warranty, and DOTD accepted use of the Government's right, title, and interest in that portion of the right of way that the Government acquired for constructing, operating, and maintaining the Algiers Canal and related improvements and appurtenant levees in accordance with the MOA;

WHEREAS, on April 26, 1999, the Government entered into Amendment Number 1 of the Local Cooperation Agreement (hereinafter the "1999 Amendment") with DOTD and the West Jefferson Levee District under which DOTD assumed the obligations and responsibilities of the Non-Federal Sponsor for the construction of the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, and West Jefferson Levee District assumed the obligations and responsibilities of the Non-Federal Sponsor for the operation, maintenance, repair, replacement, and rehabilitation (hereinafter "OMRR&R" of the Project);

WHEREAS, WRDA 1999, Public Law 106-53, Section 328 modified the Project to provide that the Government will continue to operate and maintain the Algiers Lock and Canal Project Levees, authorized by the River and Harbors Act of March 2, 1945, Public Law 79-14, and combined three previously named projects into one Project known as "West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project" (hereinafter "Project". This term is defined in Article I. A. of the 1999 Amendment);

WHEREAS, the Department of Defense, Emergency Supplemental Appropriations to Address Hurricanes in the Gulf of Mexico and Pandemic Influenza Act, 2006, Public Law 109-148 (3rd Supplemental), authorized accelerated completion of the Project at full Federal expense insofar as the accelerated completion of the Project is implemented utilizing funds appropriated by the said Act for accelerated completion, reprogrammed thereunder, and/or any additional funds appropriated in the future in support of the accelerated completion authority of the said Act;

WHEREAS, on July 7, 2006, an Abbreviated Project Information Report (APIR) was approved by the U.S. Army Corps of Engineers, Mississippi Valley Division addressing the accelerated construction (Accelerated Project) of the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project in the amount of \$147,614,000. Said work is subject to the availability and receipt of appropriations;

WHEREAS, on September 11, 2006, the Deputy Division Commander approved a Project Information Report (PIR) for Rehabilitation Effort for the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated September 7, 2006, and on 2 Apr 07 the Government and the Non-Federal Sponsor entered into a Cooperative Agreement relating to the restoration work of the Project as generally described in the PIR;

WHEREAS, pursuant to Act 1 of the 2006 First Extraordinary Session of the Louisiana legislature, the Board of Commissioners of the Southeast Louisiana Flood Protection Authority – West Bank became the successor to the Board of Commissioners of the West Jefferson Levee District; with all the powers and duties provided by law for boards of commissioners of levee districts, and the additional powers and duties authorized by said Act; including the authority to execute this Agreement on behalf of the West Jefferson Levee District;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an amendment of the 1990 Agreement and 1999 Amendment for construction and OMR&R of the Accelerated Project;

WHEREAS, all existing agreements entered into by the parties remain in full force and effect except to the extent as supplemented or amended herein; and

WHEREAS, the Government, DOTD and WJLD have the full authority and capability to perform as hereinafter set forth and intend to cooperate in the construction

and OMRR&R of the Accelerated Project in accordance with the terms of this Amendment No. 2; and between DOTD and WJLD all Non-Federal Sponsor responsibilities will be met.

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the Accelerated Project.

WHEREAS, to that end, a committee comprised of representatives of the New Orleans Engineer District of the United States Army Corps of Engineers, DOTD and the Southeast Louisiana Flood Protection Authority - West Bank will meet on a periodic basis to draft and execute a Program Management Plan (PgMP) concerning procedures among the parties to deliver the Accelerated Project. Objectives of this PgMP are to eliminate barriers to excellence and promote continuous improvement by monitoring progress, resources and funding.

NOW, THEREFORE, the Government, DOTD, and WJLD agree to amend the 1990 Agreement and 1999 Amendment as follows:

ARTICLE I. DEFINITIONS

For purposes of this Amendment No. 2:

A. The term "Accelerated Project" shall mean the accelerated construction of earthen levees, floodwalls, floodgates, pump stations fronting protection and other appurtenant facilities for the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project as may be necessary to achieve the level of protection authorized by Section 401(b) of WRDA 1986, as amended by Sections 101(a)(17) and 101(b)(11) of WRDA 1996, all as described in the "Abbreviated Project Information Report, Department of Defense, Emergency Supplemental Appropriations to Address Hurricanes in the Gulf of Mexico and Pandemic Influenza Act, 2006 (Public Law 109-148), for Accelerated Completion of Construction of that Portion of West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project situated in Jefferson, Orleans, and Plaquemines Parishes, Louisiana," prepared by the District Engineer, U. S. Army Engineer District, New Orleans, and approved by the Division Engineer on July 7, 2006. It is understood and agreed that the APIR is subject to change by the Government in consultation with the Non-Federal Sponsor. For purposes of this Amendment No. 2, the Accelerated Project shall be limited to those portions of the Project that are constructed in accordance with the provisions, funding, and programming authority provided by the 3rd Supplemental Appropriation for the accelerated completion of the Project, as may be supplemented by reprogramming and/or future appropriations in

support of the accelerated completion work described in the 3rd Supplemental Appropriation.

B. The term "Accelerated Project costs" shall mean all costs incurred by the Government directly related to construction of the Accelerated Project. 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 Non-Federal Sponsor or any other non-Federal governmental entity; 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, maintenance, repair, replacement, or rehabilitation; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Non-Federal Sponsor's preferred alternatives or any costs of dispute resolution under this Amendment No.2..

C. The term "betterment" shall mean the design and construction of an Accelerated Project feature accomplished on behalf of, or at the request of, the Non-Federal Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Accelerated Project.

D. The term "functional portion of the Project" shall mean a portion of the Accelerated Project for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, New Orleans District (hereinafter the "District Engineer") in writing, although the remainder of the Accelerated Project is not complete.

E. The term "fiscal year" shall mean one year beginning on October 1 and ending on September 30.

F. The term "period of construction" shall mean the time from the date the Government issues the solicitation for the first construction contract for the Accelerated Project or commences construction of the Accelerated Project using the Government's own forces, whichever is earlier, to the date that construction of the Accelerated Project is complete, as determined by the Government, or the date that the above described 1990 Agreement and 1999 Amendment and this Amendment No. 2 are terminated, whichever is earlier.

G. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway, railroad (excluding existing railroad bridges and approaches thereto), or public facility when such action is authorized in accordance with applicable legal principles of just compensation; or providing a functionally equivalent facility when such action is specifically provided for, and is identified as a relocation, in the authorizing legislation for the Accelerated Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

ARTICLE II OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States, shall expeditiously construct the Accelerated Project, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the Accelerated Project shall be exclusively within the control of the Government.

2. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the Accelerated Project, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

B. As further specified in Article III, DOTD shall provide an authorization for entry or a right of entry to all lands, easements, and rights-of-way required for the construction, operation and maintenance of the Accelerated Project, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material, including rights of entry to privately owned lands, easements, and rights-of-way. As further specified in Article III, the Government, subject to the availability of appropriations, may acquire all lands, easements, and rights-of-way, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material (hereinafter "LERRD") and perform all relocations on behalf of the Non-Federal Sponsor.

C. When the District Engineer determines that the entire Accelerated Project, or a functional portion of the Accelerated Project, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish WJLD, with a final Operation,

Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire Accelerated Project or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the entire Project or such completed portion if such drawings are available. Not later than 6 months after such notification by the Government that the entire Accelerated Project is complete, the Government shall furnish WJLD, with the final OMRR&R Manual and all final as-built drawings for the entire Accelerated Project. In the event the final OMRR&R Manual or all final as-built drawings for the entire Accelerated Project cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the Accelerated Project, copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Accelerated Project that have not been provided previously shall be provided to the Non-Federal Sponsor.

D. In accordance with paragraph C. of this Article, upon notification from the District Engineer, WJLD shall operate, maintain, repair, rehabilitate, and replace the entire Project, or the functional portion of the Project.

E. The Non-Federal Sponsor shall not use Federal funds to meet its share of Accelerated Project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

F. DOTD shall hold and save the Government free from all damages arising from the construction of the Accelerated Project and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors. WJLD shall hold and save the Government free from all damages arising from the OMRR&R of the Accelerated Project and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

G. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor as betterments. Such requests shall be in writing and shall describe the betterments requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Amendment No. 2. In the event of conflict between such a writing and this Amendment No. 2, this Amendment No. 2 shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the betterments performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article IV.B. of this Amendment No. 2.

H. WJLD shall prevent future encroachments on the Accelerated Project to the extent of WJLD authority under state law, excluding expropriation, (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as new developments on project lands, easements, and rights-of-way or the addition of facilities which might reduce the level of protection the flood damage reduction features afford, hinder operation and maintenance of the project, or interfere with the Accelerated Project's proper function.

I. Except as amended herein, the provisions in the 1999 Amendment, including but not limited to Article II paragraphs I., J., K., and M., and Article V of the 1999 Amendment remain unchanged and will apply to the Accelerated Project.

ARTICLE III – LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

A. The Government shall determine the lands, easements, and rights of way required for the construction, operation and maintenance of the Accelerated Project, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material (LERRD) and shall provide the Non-Federal Sponsor with the general written descriptions, including maps as appropriate, of the lands, easements and rights-of-way and the relocations required for the Accelerated Project.

B. Prior to the issuance of the solicitation for each Government contract for construction of the Accelerated Project, the DOTD shall provide an authorization for entry on all lands, easements and rights-of-way that are owned, claimed or controlled by the Non-Federal Sponsor as necessary for the construction, operation and maintenance of the project. Such lands include the rights granted by the Government and accepted by DOTD, without warranty, under the GPU, through which the Government granted, without warranty, to DOTD the use of the Government's right, title, and interest in that portion of the right of way that the Government acquired for constructing, operating, and maintaining the Algiers Canal and related improvements and appurtenant levees authorized by the River and Harbors Act of March 2, 1945, Public Law 79-14. In addition, the Non-Federal Sponsor shall obtain the necessary rights for construction, operation and maintenance over lands, easements, and rights-of-way owned by any other non-federal governmental entity, as determined necessary by the Government, and provide right of entry for construction thereto.

C. Prior to the issuance of the solicitation for each Government contract for construction of the Accelerated Project on lands, easements, and rights of way that are not owned, claimed or controlled by the Non-Federal Sponsor or other non-federal governmental entities, the necessary rights for construction, operation and maintenance over LERRD, as determined necessary by the Government, shall be acquired by use of the following options or combinations of options, such option(s) to be determined by the Government in consultation with the Non-Federal Sponsor:

1. For so long as commandeering is legally available under state law, DOTD is expected to obtain and provide right of entry to private lands by securing executive commandeering order(s) in accordance with La. R.S. 29:721, et seq. to accommodate current schedules for the Project; commandeering will be followed by Federal acquisition of the required real property interests by the Government in a timely manner.

2. DOTD may elect not to commandeer, even though commandeering is legally available, if DOTD can acquire necessary real estate interests consistent with project schedules and prior to the solicitation of any contract for which the real estate interests are needed. In such cases, DOTD shall be afforded reasonable credit toward the DOTD's share of Accelerated Project Costs for the Accelerated Project in accordance with Article IV of the 1999 Amendment as amended by Article V of this Amendment No. 2. If DOTD elects not to commandeer but then cannot acquire necessary real estate interests in accordance with current schedules and prior to the solicitation of any contract for which the real estate interests are needed, then DOTD must notify the Government immediately in writing so that those schedules and solicitations can be adjusted.

3. When commandeering is no longer legally available under state law, acquisition will be made by the Government using federal acquisition methods in accordance with Section D of this Article.

If LERRD is acquired by DOTD, DOTD shall provide the Government with right of entry thereto for construction. Whenever right of entry required for the construction of the Accelerated Project is acquired by commandeering on behalf of DOTD, the Government shall determine the permanent and/or temporary estate(s) to be acquired over the temporary use of property commandeered and shall provide DOTD with the written descriptions, including maps as appropriate of the estates that the Government will acquire through federal acquisition methods.

D. Should the Government federally acquire lands, easements and rights-of-way, it shall do so in the name of WJLD or, if acquired by eminent domain, the Government shall convey all of its right, title and interest to WJLD by quitclaim deed or deeds. WJLD shall accept delivery of such deed or deeds.

E. Acquisition of lands, easements, and rights-of-way required for construction, operation, and maintenance of the Accelerated Project, including those required for relocations, the borrowing of material, or the disposal of dredged or excavated material, shall be in accordance with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, and the DOTD or Government, whichever entity is acquiring real estate interests, shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

F. WJLD shall ensure that lands, easements, and rights-of-way acquired by the Government on behalf of the Non-Federal Sponsor for the Accelerated Project, as well as those lands, easements and rights-of-way that DOTD provided through an authorization for entry or right of entry, are retained in public ownership for uses compatible with the authorized purposes of the Accelerated Project.

ARTICLE IV – METHOD OF PAYMENT

A. Accelerated Project costs are currently estimated to be \$147,614,000. The Non-Federal Sponsor has no cash contributions for the Accelerated Project. The dollar amounts set forth in this paragraph are based upon the Government's best estimates, are reflected in that certain APIR dated July 7, 2006, are subject to availability and receipt of appropriations, and 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 Non-Federal Sponsor. (The Non-Federal Sponsor has no cash contribution for the above Accelerated Project as set forth above in this Article IV.A.)

B. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.G. of this Amendment No. 2 for the betterments in accordance with the provisions of this paragraph. By 90 days after contribution of Non-Federal Sponsor funds required by Article II.G of this Amendment No. 2 and by each quarterly anniversary thereof until the conclusion of period of construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projection of the Government's total financial obligations for the betterments incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.G. of this Amendment No. 2.

1. Not less than 30 calendar days prior to the scheduled date for the first financial obligation for the betterments, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the betterments. No later than 30 calendar days prior to the Government incurring any financial obligation for the betterments, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such betterments by delivering a check payable to "FAO, USAED, New Orleans (B2)" to the District Engineer.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such betterments as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such betterments, the Government shall notify the Non-Federal Sponsor

in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor 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 Engineer.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations for the betterments incurred and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting the betterments from being conducted in a timely manner, the Government shall conduct an interim accounting of the betterments and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of the betterments to complete the final accounting of the betterments and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for the betterments and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for the betterments exceed the total contribution of funds provided by the Non-Federal Sponsor for such betterments, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, New Orleans (B2)" to the District Engineer.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for the betterments exceeds the total obligations for such betterments, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund."

ARTICLE V. CREDITING

A. For lands, easements, rights-of-way, including those required for relocations and the borrowing of material and the disposal of dredge or excavated material, required by the Government and provided by DOTD for the Accelerated Project pursuant to Article III.B. of this Amendment No. 2, the Government shall afford credit toward the DOTD's share of total project costs for the Project in accordance with Article IV of the 1999 Amendment. DOTD also shall receive credit for the administrative costs it incurs when securing, or causing to be secured, an executive commandeering order pursuant to

Article III. C.1 of this Amendment No. 2 subject to the determination by the Government that such costs are reasonable, allocable, and allowable. Finally, DOTD shall receive credit for the amount of any state court award entered against the commandeering authority or the Non-Federal Sponsor that is paid by DOTD, or for the amount of any stipulated settlement, or portion thereof, that the Government approves in writing, that is paid by DOTD, for provision of just compensation to landowners resulting from an executive commandeering order pursuant to Article III. C.1 of this Amendment No. 2. Except as stated above, no credit will be afforded for any costs incurred by the Non-Federal Sponsor to defend against claims or litigation relating to commandeering of private property for work related to the Accelerated Project. Credit afforded for the Accelerated Project may not be applied to any other project, and is limited to the currently authorized project, as modified by Public Law 109-148 and Public Law 109-234.

B. The Non-Federal Sponsor shall not receive reimbursement for any costs incurred for the Accelerated Project.

C. In accordance with Article IV of the 1999 Amendment, the Non-Federal Sponsor shall receive credit for work-in-kind requested by the Government that was initiated by the Non-Federal Sponsor on or before the effective date of this Amendment No. 2.

ARTICLE VI – OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION

A. Upon receipt of the notification from the District Engineer in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, WJLD pursuant to Article II.D of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire Project or functional portion of the Project, at no cost to the Government. WJLD shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article VII of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto, including, but not limited to, the obligation to maintain the floodwalls, levees, and other appurtenant facilities, free of woody vegetation and roots.

B. WJLD hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the WJLD owns or controls for access to the Project, including, but not limited to the Accelerated Project, for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Accelerated Project. If an inspection shows WJLD for any reason is failing to fulfill its obligations under this Amendment No. 2 without receiving prior written approval from the Government, the Government will send a written notice to the WJLD. If, after 30 calendar days from receipt of such notice, WJLD continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner,

upon lands Non-Federal Sponsor owns or controls for access to the Project, including, but not limited to, the Accelerated Project, for the purposes of completing, operating, and maintaining the Accelerated Project. No action by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Amendment No. 2, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Amendment No. 2.

ARTICLE VII – FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Amendment No. 2, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE VIII – RELATIONSHIP OF PARTIES

Except as provided in the Cooperative Endeavor Agreement between DOTD and West Jefferson Levee District, dated November 22, 1995, through which West Jefferson Levee District serves as the agent of DOTD for purposes of construction of the Project, the Government and the Non-Federal Sponsor act in an independent capacity in the performance of their respective functions under this Amendment No. 2, and neither party is to be considered the officer, agent, nor employee of the other party.

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 Agreement, or to any benefit that may arise therefrom.

ARTICLE X – COVENANT AGAINST CONTINGENT FEES

The Non-Federal Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Amendment No. 2 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 Non-Federal Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Amendment No. 2 without liability, or, in the Government's discretion, to add to the Amendment No. 2 or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI – TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Amendment No. 2, the Assistant Secretary of the Army (Civil Works) shall terminate this Amendment No. 2 or suspend future performance under this Amendment No. 2 unless he determines that continuation of work on the Accelerated Project 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 the Accelerated Project.

B. In the event the Government projects that the amount of Federal funds the Government will make available to the Accelerated Project through the then-current fiscal year, or the amount of Federal funds the Government will make available for the Accelerated Project through the upcoming fiscal year, is not sufficient to meet the Federal share of Accelerated Project costs, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the Accelerated Project will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the Accelerated Project, future performance under this Amendment No. 2 shall be suspended. Such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of Accelerated Project, or the Government or the Non-Federal Sponsor elects to terminate this Amendment No. 2.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Amendment No. 2 in accordance with Article XII.C. of this Amendment No. 2, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Amendment No. 2. In the event that the Government suspends future performance under this Amendment No. 2 in accordance with Article XII.C. of this Amendment No. 2 due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Amendment No. 2, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XII.C. of this Amendment No. 2, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Amendment No. 2; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharge their responsibilities under Article XII.C. of this Amendment No. 2; 3) the Government

continues work on the Accelerated Project; or 4) the Government terminates this Amendment No. 2 in accordance with the provisions of Article XII.C. of this Amendment No. 2.

D. In the event that this Amendment No. 2 is terminated pursuant to this Article or Article XII.C. of this Amendment No. 2, the parties shall conclude their activities relating to the Accelerated Project; provided however, that the final accounting for the Accelerated Project shall be conducted during the final accounting of the Project in accordance with Article IV.C. of this Amendment No. 2. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the Project and/or Accelerated Project and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.E. of the 1999 Amendment and Article XVIII. of the 1999 Amendment as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

E. Any termination of this Amendment No. 2 or suspension of future performance under this Amendment No. 2 in accordance with this Article or Article XII.C. of this Amendment No. 2 shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XII – HAZARDOUS SUBSTANCES

A. After execution of this Amendment No. 2, 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 Accelerated Project construction, operation, and maintenance.

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 Accelerated Project contain any hazardous substances regulated under CERCLA, the Non-Federal Sponsor and the Government shall provide prompt notice to each other and shall not proceed with the commandeering and/or acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and DOTD, shall determine whether to initiate construction of the Accelerated Project, or, if already in construction, to continue with construction of the Accelerated Project, or to terminate construction of the Accelerated Project 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 Accelerated Project. Should

the Government and DOTD, determine to proceed or continue with the construction after considering liability that may arise under CERCLA, DOTD, shall be responsible, as between the Government and the Non-Federal Sponsor, 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 located in, on, or under the Non-Federal Sponsor's LER, the Other Non-Federal Governmental LER, and the Private LER. Such costs shall not be considered a part of the Accelerated Project costs as defined in this Agreement. In the event DOTD, fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the responsibilities of DOTD under this paragraph, upon direction by the Government, the Government may either terminate or suspend work on the Accelerated Project or proceed with further work as provided in Article XI of this Amendment No. 2.

D. The Non-Federal Sponsor 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 to 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 Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Accelerated Project for purposes of CERCLA liability. To the maximum extent practicable, WJLD shall operate and maintain the Accelerated Project in a manner that will not cause liability under CERCLA.

ARTICLE XIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be borne entirely by the Government.

B. As specified in Public Law 86-523, as amended by Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government, up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the Accelerated Project.

C. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. Section 469c-2(3)). Any costs of archeological data recovery activities that exceed the one percent limit shall be borne by the Government.

ARTICLE XIV – NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement 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 Department of
Transportation and Development:

Secretary
Louisiana Department of Transportation
and Development
P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

If to the Government:

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

If to the West Jefferson Levee District represented by Southeast Louisiana Flood
Protection Authority – West Bank:

President,
Southeast Louisiana Flood Protection Authority – West Bank
7001 River Road, Marrero, Louisiana 70072.

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.

ARTICLE XV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of the Amendment No. 2, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The Government shall pay 50 percent of any cost for the services provided by such a third party as such costs are incurred. The remaining 50 percent of any such costs for the services provided by the third party shall be paid by DOTD and/or by WJLD, whose respective responsibilities for the payment of such third party costs shall be determined based upon the obligation(s) from which the litigation or dispute arises. The existence of a dispute shall not excuse the parties from performance pursuant to this Amendment No. 2.

ARTICLE XVI - CONFIDENTIALITY

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

ARTICLE XVII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Amendment No. 2 is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Amendment No. 2.

ARTICLE XVIII - NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer, agent, consultant, or employee of the Non-Federal Sponsor, nor any officer, agent, consultant, or employee of the Government, may be charged personally, or held liable, under the terms or provisions of this Amendment No. 2 because of any breach, attempted breach, or alleged breach thereof, except as provided in Section 912(b) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (42 U.S.C. 1962d-5b note), or other applicable law.

ARTICLE XIX - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Amendment No. 2, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of construction*, the Project Coordination Team shall generally oversee the Accelerated Project, including matters related to: plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40


U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations* and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material; the investigations to identify the existence and extent of hazardous substances in accordance with Article XII.A. of this Agreement; historic preservation activities in accordance with Article XIII of this Agreement; the Government's cost projections; final inspection of the entire Accelerated Project or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the Accelerated Project including issuance of permits; and other matters related to the Accelerated Project. This oversight of the Accelerated Project shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the Accelerated Project that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Accelerated Project has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in Accelerated Project Costs and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of the 1999 Amendment to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in Accelerated Project Costs and shared in accordance with the provisions of this Amendment No. 2.

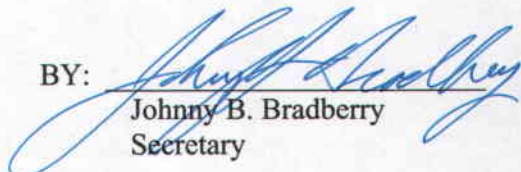
IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2, which may be executed in counterparts and having full force and effect as a whole, and which shall become effective upon the date it is signed by the District Engineer, New Orleans District.

DEPARTMENT OF THE ARMY

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


DATE: 2 APR 07

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

BY:  *efb*
Johnny B. Bradberry
Secretary

DATE: 3/20/07

WEST JEFFERSON LEVEE DISTRICT

BY: 
David J. Bindewald, Sr,
President, Board of Commissioners,
Southeast Louisiana Flood
Protection Authority-West Bank

DATE: March 30, 2007

CERTIFICATION REGARDING LOBBYING

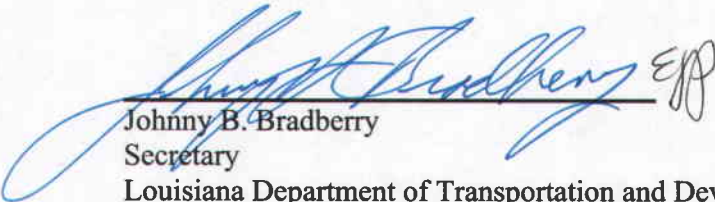
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



Johnny B. Bradberry
Secretary

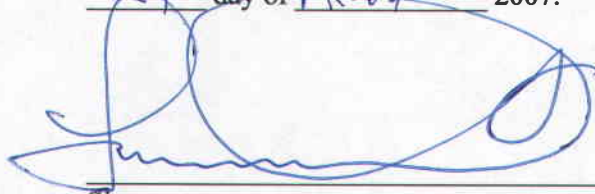
Louisiana Department of Transportation and Development

DATE: 3/30/07

CERTIFICATE OF AUTHORITY

I, Lawrence A. Dornik, do hereby certify that I am an attorney representing the Louisiana Department of Transportation and Development, and that the Louisiana Department of Transportation and Development is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement No. 2 between the Department of the Army and the Louisiana Department of Transportation and Development and the West Jefferson Levee District in connection with the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, and Accelerated Project, and to pay damages in accordance with the terms of this Amendment No. 2, 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 person who has executed this Amendment No. 2 on behalf of the Louisiana Department of Transportation and Development has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
29th day of March 2007.

A large, stylized handwritten signature in blue ink, appearing to read "Lawrence A. Dornik", is written over a horizontal line.

Signature

Printed Name: Lawrence A. Dornik

Title: General Counsel

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.

WEST JEFFERSON LEVEE DISTRICT



BY: David J. Bindewald, Sr.
President, Board of Commissioners,
Southeast Louisiana Flood Protection Authority-West Bank

DATE: March 30, 2007

CERTIFICATE OF AUTHORITY

I, OWEN BORDELON, do hereby certify that I am an attorney for the West Jefferson Levee District, and that it is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment No. 2 in connection with the West Bank and Vicinity, New Orleans, Louisiana, Hurricane Protection Project and Accelerated Project, and to my best information and belief, the authority and legal capability to pay damages in accordance with the terms of this Amendment No. 2, 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 person who has executed this Agreement on behalf of the West Jefferson Levee District has acted within his or her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 30th day of MARCH 2007.

Signature

Printed Name:

OWEN BORDELON

Title:

GENERAL COUNCIL